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Davis et al. v. Eastman Kodak Company; Alston et al. v. Eastman Kodak Company

Keywords

Davis, Alston, Eastman Kodak Company, 6:04-CV-06098-CJS(F), 07-CV-6512, Consent Decree, Race, African American or Black, Other, Employment Law, Title VII

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DAVIS *et al.*, on behalf of themselves and all
others similarly situated,
Plaintiffs,

- vs -

EASTMAN KODAK COMPANY,
Defendant.

6:04-CV-06098-CJS(F)

Settlement Agreement

ALSTON *et al.*, individually and on behalf of a
class of all other similarly situated persons,
Plaintiffs,

- vs -

EASTMAN KODAK COMPANY,
Defendant.

07-CV-6512

Settlement Agreement

This Settlement Agreement and Release (the "Agreement") is entered into between Plaintiff Employees Committed for Justice ("ECJ"), an organization of African American current and former employees of Defendant Eastman Kodak Company ("Defendant" or "Kodak"), individual Plaintiffs Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor Smith, Edna Williams, Gladys Alston, Thomas Gainey, Carrie Rice, as representatives of the class described herein, and Olin Singletary (estate of Olin Singletary), all of whom are represented by their attorneys, Berger & Montague, P.C., Garwin Gerstein & Fisher LLP and The Chavers Law Firm, P.C. (collectively, "Class Counsel"), and Kodak, which is represented by its attorneys, Nixon Peabody LLP and Morgan, Lewis & Bockius LLP.

I. DEFINITIONS

The terms set forth below shall have the meanings defined in this Section wherever used in this Agreement and in all of its exhibits, including the Notice of Class Action Settlement.

1.1 “CAFA Notice” refers to the notice to be sent by the Claims Administrator to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b).

1.2 The “Civil Actions” mean the above-captioned actions.

1.3 For purposes of this Agreement, the class is defined as all African-American individuals employed by Kodak in the United States for at least one day between January 1, 1999 and May 18, 2006 (the “Class”) (together the “Proposed Class Members” and each a “Proposed Class Member”), excluding interns/co-ops, individuals who were officers or executives, and excluding individuals who previously entered into individual releases (other than or in addition to TAP or ADR releases) as part of individual settlement agreements with Kodak. The list of all Proposed Class Members are attached as **Exhibit A**.

1.4 For purposes of this Agreement, the class period shall be defined as January 1, 1999 through the Final Approval Date of this Settlement as defined below in **Paragraph 1.12** (the “Class Period” or “Relevant Time Period”).

1.5 “Claims Administrator” means Heffler, Radetich & Saitta LLP (“Heffler, Radetich & Saitta LLP”), 1515 Market Street, Suite 1700, Philadelphia, PA 19102, telephone: (215) 665-8870; facsimile: (215) 665-0613.

1.6 “Class Counsel” means the law firms of Berger & Montague, P.C., Garwin Gerstein & Fisher LLP, and The Chavers Law Firm, P.C.

1.7 “Class Member Declarants” means Andrew Gissendanner, Artiville Roberts, J.D. Bonham, Catherine Cliff, Abraham Cyrus, Thaddeus Drains, John Graham, Cleveland Brown, Raymond Carter, Garland Lockett, Sharon Magnolia, Deloris Monroe, and Cornell Walker, each of whom submitted declarations in this matter and were deposed or subject to being deposed.

1.8 “Class Representatives” means ECJ, Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor Smith, Edna Williams, Gladys Alston, Thomas Gainey, and Carrie Rice. “Named Plaintiffs” means all of the Class Representatives as well as Olin Singletary (estate of Olin Singletary). The term “ECJ Board Member” means Mary Dukes.

1.9 “Counsel for Kodak” or “Counsel for Defendant” means the law firms of Nixon Peabody LLP and Morgan, Lewis & Bockius LLP.

1.10 The “Court” means the U.S. District Court for the Western District of New York.

1.11 “Defendant” and the “Company” mean Eastman Kodak Company.

1.12 “Final Approval Date” means the date of entry of the Final Approval Order for this Settlement.

1.13 “Effective Date” means the date upon which all of the following have occurred: (1) entry of an order by the Court certifying the Settlement Class; (2) entry of an order or orders by the Court granting final approval to the Agreement, approving the amount of attorneys’ fees and costs and dismissing the Civil Actions; (3) the parties have filed a stipulation of voluntary dismissal with the Court of Appeals for the Second Circuit, dismissing the pending appeal in *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098; (4) in the event that there are objections filed to this Settlement, the appeal period (i.e., 30 days) has run without an appeal of any Court order, or in the event of an appeal, the Parties have received actual notice that the Settlement has received final approval after the completion of the appellate process and any appeals are dismissed; and (5) the period for Kodak to withdraw from the Agreement (i.e., 30 days from the Claims Administrator’s receipt of all timely and complete requests for exclusion submitted by a Class Representative and/or Proposed Class Member) has run.

1.14 The “Parties” means the Class Representatives and Defendant.

1.15 The “Preliminary Approval Order” means the Order entered by this Court preliminarily approving the terms of this Agreement, certifying the Settlement Class, and preliminarily approving the payments of attorneys’ fees, attorneys’ costs, and the Service

Payments, as set forth in this Agreement, scheduling a final fairness hearing, and directing the mailing to the Settlement Class of the Notice of Class Action Settlement.

1.16 “Preliminary Approval Date” means the date of entry of the Preliminary Approval Order.

1.17 “Released Claims” means any and all claims of whatever nature, known or unknown, that the Named Plaintiffs and Settlement Class Members may have against Kodak, its subsidiaries and affiliated companies, and in the case of all such entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, insurers, successors and assigns (collectively referred to as the “Released Parties”), relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York. This release includes and covers without limitation all actions or omissions occurring through the Final Approval Date as defined and all claims known or unknown for prior or past discriminatory actions outside any liability period, subject to the provisions set forth herein. Specifically included in this release are any and all employment discrimination claims or benefits claims relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York, including but not limited to, claims of alleged employment discrimination

or benefits claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq. (“Title VII”), 42 U.S.C. § 1981 (“Section 1981”), the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq. (“ADEA”), the New York Human Rights Law, §§ 296 et al., and the Municipal Code of the City of Rochester, §§ 63-1 et al., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. (“ERISA”) (except for vested benefits otherwise entitled), and any other federal, state, or local statutes, common law, or regulation. Furthermore, this Release includes all claims for any and all common law claims for fraud, duress, breach of contract, fraudulent inducement or any other state, local or federal claim relating to or arising from any and all claims relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York, including any such claims relating to severance or termination allowance payments and/or relating in any way to Kodak’s Alternative Dispute Resolution (“ADR”) Peer Review Process. Furthermore, this Release includes all claims for monetary damages, injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under Title VII, Section 1981 or under any other federal, state, local or common laws or regulations relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York. Nothing in this

Agreement shall affect or release any existing or potential workers' compensation claims of the Class Representatives and Settlement Class Members.

1.18 "Released Parties" means Kodak, its subsidiaries and affiliated companies, and in the case of all such entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, insurers, successors and assigns.

1.19 "Settlement Agreement" or "Agreement" means this Agreement and all Exhibits attached to it.

1.20 "Settlement Class" means all proposed class members as defined above in **Paragraph 1.3**, who do not timely opt-out of the Settlement pursuant to the terms of the Preliminary Approval Order (together the "Settlement Class Members" and individually each a "Settlement Class Member").

1.21 "Settlement Fund" means the amount of Twenty-One Million, Three Hundred and Seventy Six Thousand, Five Hundred Dollars, and no cents (\$21,376,500.00).

II. RECITALS

2.1 On July 30, 2004, certain of the Class Representatives filed their First Amended Class Action Complaint (the "ECJ Complaint") against Kodak in the United States District Court for the Western District of New York on behalf of African American employees of Kodak.

2.2 On September 28, 2007, Class Representatives Gladys Alston, Thomas Gainey, and Carrie Rice filed a Class Action Complaint against Kodak in the Supreme Court of the State of New York, County of Monroe, on behalf of themselves and all similarly situated employees who had signed a release of claims in connection with their receipt of severance benefits pursuant to the Kodak Termination Allowance Plan ("TAP"), as well as a subclass of all African American employees who, in addition to signing the TAP Release, also had signed a release relating to their participation in the ADR Peer Review Process.

2.3 After extensive discovery, analysis and deliberation, the Class Representatives and Class Counsel are of the opinion that the settlement set forth in this Agreement is fair, reasonable and adequate based on all the facts and circumstances, including the risk of

significant delay, the uncertainty of achieving class certification, the defenses asserted by Defendant, and potential appellate issues that could impact or preclude any recovery for the Settlement Class Members.

2.4 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Civil Actions which exist between them and between the Released Parties and the Settlement Class.

2.5 It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of all Released Claims against all Released Parties and a dismissal of all pending actions and/or appeals covered by the Released Claims.

2.6 Defendant denies all claims as to liability, wrongdoing, damages, penalties, interest, fees, injunctive relief and all other forms of relief, as well as the class allegations asserted in the Civil Actions. Defendant has agreed to resolve the Civil Actions via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted by the Class Representatives in the Civil Actions upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retains and reserves these rights, and they agree not to take a position to the contrary. Specifically, the Class Representatives and Class Counsel agree that, if the Civil Actions were to proceed, they will not argue or present any argument, and hereby waive any argument that, based on this settlement or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of this settlement or this Agreement, Defendant should be barred from contesting class action certification pursuant to Federal Rule of Civil Procedure 23 on any grounds, or from asserting any and all other potential defenses and privileges. This Agreement shall not be deemed an admission by, or ground for estoppel against Defendant that class action treatment pursuant to Federal Rule of Civil Procedure 23 in the Civil

Actions is proper or cannot be contested on any grounds. Additionally, neither the Agreement nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal.

2.7 Similarly, Plaintiffs have agreed to resolve the Civil Actions via this Settlement Agreement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Class Representatives and Proposed Class Members do not waive, but rather expressly reserve, all arguments available to them in support of their claims and allegations asserted in the Civil Actions, and shall not be bound by any release set forth in Paragraph 1.17 of this Settlement Agreement.

2.8 This Settlement Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Released Parties. The Parties and Settlement Class Members further acknowledge and agree that neither this Agreement nor the settlement shall be used to suggest an admission of liability in any dispute the Parties and Settlement Class may have now or in the future with respect to any person or entity. Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this Settlement, shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement.

III. THE SETTLEMENT FUND

3.1 To settle all Released Claims on behalf of the Class Representatives and Settlement Class Members, as defined in Paragraph 1.17, above, Defendant shall provide the funds for the Claims Administrator to establish a Settlement Fund in the amount of Twenty-One Million, Three Hundred and Seventy Six Thousand, Five Hundred Dollars, and no cents

(\$21,376,500.00). This amount is the final and total amount of dollars that Kodak shall have any obligation to pay as part of this Settlement. The Settlement Fund shall be divided as follows provided the Court finally approves the Settlement:

(a) a total gross amount of \$900,000.00 allocated for Class Representative service payments and a total gross amount of \$70,000.00 allocated for the ECJ Board Member and Class Member Declarant service payments (collectively the "Service Payments"), described in more detail in **Section 4.1**, below;

(b) a total gross amount of \$9,655,500.00 allocated for the payment of all individual monetary awards to the Settlement Class Members, described in more detail in **Section 5.1**, below;

(c) a total gross amount of up to \$140,000.00 allocated to pay the class notice and settlement administration expenses, with any remainder being donated to ECJ;

(d) a total gross amount of \$458,000.00, allocated to pay each ECJ member set forth in **Exhibit B**, attached hereto, who is a current or former Kodak employee, a payment of no more than \$500.00 per person for reimbursement of their time, expenses and participation in ECJ, described in more detail in **Paragraph 5.2** below, with any remainder being donated to ECJ;

(e) a total gross amount of up to \$453,000.00 allocated to compensate the Labor Economists/Statisticians and Industrial Psychologist (collectively, the "Experts") for their time and expenses in connection with their work described in **Sections 7.2 and 7.3** below and to implement the programmatic relief provisions set forth in subparagraphs of **Section 7** below. The Experts shall invoice the Claims Administrator for their work performed on a monthly basis during the term of this Agreement and shall provide appropriate backup material and support for any fees and costs subject to reimbursement from this fund up to a total amount of \$275,000.00.00 of the funds allocated in this paragraph. Kodak shall not submit any such documentation until the second year of the term of this Agreement when it is anticipated that

recommendations of the Experts would begin to be implemented, but may do so on an earlier date if the expert recommendations are completed earlier and being implemented; and

(f) a total gross amount of \$9,700,000.00 allocated to pay Class Counsel's attorneys' fees and costs, described in more detail in **Section 4.2**, below.

3.2 The Claims Administrator shall open and administer an interest bearing account (the "Settlement Fund Account") approved by Class Counsel with a unique Tax Payer Identification Number. The Settlement Fund described in Paragraph 1.21, above (\$21,376,500.00), shall be made into this Settlement Fund Account. The Settlement Fund Account will constitute a qualified settlement fund pursuant to Internal Revenue Code Section 1.468B-1. Upon the opening of this account, Kodak shall execute an election statement provided by the Claims Administrator which shall be affixed to the initial tax return of the Qualified Settlement Fund in order to establish the start date of the Qualified Settlement Fund. The Qualified Settlement Fund will be created, managed and disbursed by the Claims Administrator under the supervision of Class Counsel and Counsel for Kodak. The Claims Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund Account. Kodak will have no responsibilities or liabilities with respect to the administration of the Settlement Fund Account, including any distribution therefrom and the reporting for such distribution.

3.3 Within five (5) business days after the Final Approval date or by July 1, 2009, whichever is later, Kodak will wire the monies constituting the entire Settlement Fund (\$21,376,500.00) to the Settlement Fund Account. Upon wiring the Settlement Fund amount, Kodak will have no further monetary obligation pursuant to this Settlement (with the exception of Kodak's share of payroll taxes for the settlement payments) and Kodak shall have no further responsibility or obligation to make any additional payments pursuant to this Settlement including with respect to attorneys' fees and costs.

3.4 The Claims Administrator shall have the obligation to return the entire Qualified Settlement Fund (including all income and/or interest generated by the Qualified Settlement

Fund) to Kodak within five (5) business days in the event of revocation of this Settlement, or in the event that this Settlement Agreement is modified or reversed on appeal or is otherwise rendered null and void for any reason.

3.5 The Claims Administrator shall distribute the Class Settlement Fund pursuant to the provisions set forth below, and on the time schedule set forth herein and pursuant to the orders of the Court.

IV. ATTORNEYS' FEES, LITIGATION COSTS, CLAIMS ADMINISTRATION COSTS, AND SERVICE PAYMENTS.

4.1 As set forth above, the Claims Administrator will pay, from the Settlement Fund: (1) each of the eleven Class Representatives (Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor Smith, Edna Williams, Gladys Alston, Thomas Gainey, and Carrie Rice), and the estate of original named Plaintiff Olin Singletary, a Service Award in the gross amount of seventy thousand dollars (\$70,000), provided the Court approves such payment, and provided they do not opt-out of the settlement; and (2) the ECJ Board Member (Mary Dukes), and each of the following thirteen Class Member Declarants (Andrew Gissendanner, Artiville Roberts, J.D. Bonham, Catherine Cliff, Abraham Cyrus, Thaddeus Drains, John Graham, Cleveland Brown, Raymond Carter, Garland Lockett, Sharon Magnolia, Deloris Monroe, and Cornell Walker), a Service Award in the gross amount of five thousand dollars (\$5,000.00) for their services on behalf of the class, provided the Court approves such payment, and provided they do not opt-out of the settlement. The Claims Administrator will pay the aforementioned Service Payments within one (1) business day after the Effective Date. Each individual receiving a Service Payment shall also be entitled to receive his/her payment from the Settlement Fund pursuant to **Paragraph 5.1** below, provided they do not opt-out of the settlement. The Qualified Settlement Fund shall issue a Form 1099 for each of the Service Awards issued to the Class Representatives, ECJ Board Member and the Class Member Declarants.

4.2 Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall make a motion for reasonable attorneys' fees and costs incurred by Class Counsel pursuant to the amount set forth in paragraph 3.1(f). Kodak and its Counsel agree not to oppose Class Counsel's motion for attorneys' fees and costs, provided that the motion is in accordance with the provisions of this Settlement Agreement. Within one (1) business day after the Effective Date, the Claims Administrator will pay Class Counsel attorneys' fees and costs of \$9,700,000.00 from the Settlement Fund, provided these fees and costs have been approved by the Court. Prior to the payment of attorneys' fees and costs, Class Counsel will provide the Claims Administrator with tax-payer identification numbers for Class Counsel and executed Form W-9s. Form 1099s shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel agrees that any allocation of fees between or among Class Counsel shall be the sole responsibility of Class Counsel.

4.3 The Claims Administrator will pay to itself, from the Settlement Fund, a total amount not to exceed \$140,000.00, provided the Court approves this Settlement, to cover the reasonable costs of the Notice and of the administration of this settlement (the "Claims Administration costs"). In connection with this proposed Settlement, Class Counsel has obtained a statement from the Claims Administrator that it can perform all of the duties required pursuant to this Agreement and in no event will the Claims Administrator charge an amount greater than \$140,000.00. At least five (5) business days prior to the Final Fairness Hearing, the Claims Administrator shall provide the Court and counsel for the Parties with a statement detailing its costs of administration. The Parties and the Claims Administrator agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

V. ALLOCATION OF INDIVIDUAL AWARDS AND ECJ PAYMENTS

5.1 As set forth above, within fifteen (15) days after the Effective Date, the Claims Administrator will pay the portion of the Settlement Fund allocated for individual Settlement Class Member monetary awards in the amount of \$9,655,500.00 distributed as follows:

(a) For each Settlement Class Member who has participated in TAP, he/she shall each receive \$1,000.00. There are 1,180 Settlement Class Members in this category. The total amount allocated for this group is \$1,180,000.00.

(b) For each Settlement Class Member who only executed an ADR release and no TAP release, he/she shall each receive \$2,250.00. There are 79 Settlement Class Members in this category. The total amount allocated for this group is \$177,750.00.

(c) From the remaining portion of the Settlement Fund allocated for individual monetary awards, for each Settlement Class Member who has not participated in the Termination Allowance Plan ("TAP") or executed an ADR release, and who worked at least six (6) months or more for Kodak, he/she shall each receive a minimum of \$3,000.00 plus an amount proportionate to the number of weeks he/she worked for Defendant during the Relevant Time Period. For each Class Member who did not execute either a TAP or ADR release, and who worked less than six (6) months or more for Kodak, he/she shall each receive \$1,000.00. The Claims Administrator, subject to Court approval, shall be responsible for administering the Settlement Awards to be paid to Settlement Class Members in accordance with the terms of this Settlement. The Claims Administrator will receive or have access to personnel and payroll records from Kodak that will permit it to verify each Settlement Class Member's Settlement Award. There are 1,762 Settlement Class Members in this category. The total amount for this group is \$8,297,750.00. The Class Member Settlement Award amounts are based on Kodak's personnel and payroll records. There is a rebuttable presumption that Kodak's personnel and payroll records are correct, but Settlement Class Members will have the opportunity, should they disagree with Defendant's records, to provide documentation regarding the Settlement Class Members' employment dates. The Notice of Class Action Settlement sent to each Settlement Class Member will contain the number of weeks worked by, and an estimated Settlement Award for, the Settlement Class Member to whom it is sent. If there is documented contrary evidence, the Claims Administrator shall evaluate and make a determination if the Class Member Settlement Award should be adjusted based on all the information provided. Prior to rejecting a

Settlement Class Member's documentation, the Claims Administrator shall provide notice of the issue to Class Counsel and Kodak's Counsel and at least seven (7) days for them to propose an amicable resolution of the issue through meet and confer. The Claims Administrator's decision regarding the weeks worked will be final. The Claims Administrator will notify the Settlement Class Member, Class Counsel and Kodak's Counsel by mail of its decision. If the Claims Administrator determines that the Settlement Class Member's documented estimate of weeks worked is correct, that change will be reflected in the Settlement Class Member's Settlement Award and all other Settlement awards shall be adjusted accordingly. Under no circumstances will the amount allocated for individual awards exceed the amount of \$8,297,750.00. The Claims Administrator shall provide Class Counsel and Kodak's Counsel with its calculations of the number of weeks worked by, and the approximate Settlement Award to, each Settlement Class Member at least five (5) business days before the Settlement Awards are provided to the Settlement Class Members.

(d) Each Settlement Class Member's status in one of the above three groupings will be determined as of December 23, 2008 and shall be the status used for purpose of determining individual monetary awards.

(e) Deceased Settlement Class Members can participate in this Settlement through representatives of their estate if appropriate documentation is provided, and Settlement payments may be made payable to the estate of the deceased Settlement Class Member, if the appropriate documentation and authority is provided.

(f) The monies payable to Settlement Class Members and Class Representatives, including the Service payments, will be allocated in the following manner: 30% of the payment each receives will be allocated in settlement of their claims for back pay or lost wages; 50% will be allocated in settlement of their claims for compensatory and punitive damages, including emotional distress; and 20% will be allocated as interest. The Claims Administrator will withhold from the back pay portion of each payment all applicable taxes under federal, state and/or local laws. The Claims Administrator will ensure that such monies

withheld are paid to the appropriate authorities for each Settlement Class Member and Class Representative and will issue IRS Forms W-2 and 1099 for the amounts reportable on each Form. Any amounts designated as interest shall not be subject to withholding and shall be reported, if required, to the IRS on Form 1099-INT.

(g) The Claims Administrator shall distribute individual payments under the terms of this Settlement to the Settlement Class Members no later than fifteen (15) days after the Effective Date. The face of each check sent to Settlement Class Members shall clearly state that the check must be cashed within one year. All payments distributed by the Claims Administrator must be accompanied by a cover letter stating words in bold to the effect that “the check must be cashed within one year or it will become void.” The back of each check will contain a legend stating: “By negotiating this check and accepting payment I agree that I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and in the Notice in this matter.” Settlement Class Members must sign the check in the space following the legend, provided that the release of claims shall still be enforceable if any Settlement Class Member is permitted to negotiate a check without a signature.

(h) Kodak shall be responsible for remitting to the tax authorities Defendant’s share of payroll taxes for the settlement payments. Such payments shall not act in any way to reduce the Settlement Fund and will not be paid out of the Settlement Fund. Kodak shall pay these taxes after the Settlement Awards are mailed to Settlement Class Members. Pursuant to paragraph 5.1(f), the individual Class Members’ share of taxes withheld from the Settlement Awards will be remitted by the Claims Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Kodak shall cooperate with the Claims Administrator to provide payroll tax information to the Claims Administrator as shall be necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

5.2 In accordance with **Exhibit B**, the Claims Administrator will also distribute from the Settlement Fund pursuant to paragraph **3.1(d)** individual payments of no more than \$500.00

to each ECJ member set forth in **Exhibit B** who is a current or former employee of Kodak for reimbursement of their cost and time in participating in ECJ. The Claims Administrator shall verify that each individual is or was a Kodak employee. The total amount allocated for ECJ payments shall not exceed \$458,000.00. The Claims Administrator will issue to each ECJ Member receiving a payment an IRS Form 1099 to reflect the amount paid.

5.3 Payments made under this Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlement under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, Defendant's bonus, executive compensation, pension, any 401(k) and/or other retirement plans or similar programs. Defendant retains the right, if necessary, to modify the language of its benefit plans and pension, bonus and other programs, if necessary, to make clear that any amounts paid pursuant to this Agreement are not for hours worked, hours paid or any similar measuring term as defined by any plans and programs for purposes of eligibility, vesting, benefit accrual or any other purpose.

VI. TERM OF THIS SETTLEMENT AGREEMENT

6.1 The equitable provisions in this Settlement Agreement are effective immediately upon the Effective Date, as defined in Paragraph 1.13, above.

6.2 Except as otherwise provided herein, the equitable provisions of this Settlement Agreement shall remain in effect for a period of four (4) years from the Effective Date.

VII. PROGRAMMATIC RELIEF

7.1 **Continued Commitment to Non-Discrimination.** Kodak shall maintain and enforce its existing non-discrimination and anti-retaliation policies designed to assure equal employment opportunity for its employees.

(a) In accordance with the above-referenced non-discrimination policies and its obligations under state and federal law, Kodak shall continue to enforce its policy of not knowingly maintaining or enacting any policy or practice that has the purpose or effect of

unlawfully discriminating against any Settlement Class Member or other African American employee on the basis of race.

(b) In accordance with the above-referenced anti-retaliation policies and its obligations under state and federal law, Kodak shall not retaliate against any Settlement Class Member or other African American employee because he or she: (1) complained of or opposed discrimination on the basis of race at Kodak; (2) testified, furnished information or participated in any investigation, proceeding, or hearing, whether in connection with this lawsuit or any other complaint of racial discrimination at Kodak that may be asserted in the future; or (3) sought and/or received monetary and/or non-monetary relief pursuant to this Settlement.

(c) In accordance with its existing non-discrimination and anti-retaliation policies and its obligations under state and federal law, Kodak shall make available to African American employees the same opportunities and terms and conditions of employment as Kodak affords similarly situated white employees.

7.2 Industrial Psychologist and Policy Review. In further consideration for the Class Representatives' execution of this Agreement, and their agreement to be bound by its terms, and the undertakings of the Class Representatives as set forth herein, and Kodak's interest in continuously improving its policies and procedures, within ninety (90) days of the Effective Date, Kodak will identify, with the approval of Class Counsel (who shall first review the qualifications of this individual, and who agrees not to unreasonably withhold or delay consent), and thereafter employ an Industrial Psychologist to assist it in reviewing, developing, and recommending policies and practices designed to reinforce Kodak's equal opportunity employment policies and practices with regard to compensation, performance evaluations, promotions, and job assignments.

(a) Upon completion of his/her work and no later than eighteen months after the Effective Date, a summary of the Recommendations of the Industrial Psychologist and any changes implemented by Kodak as a result of the Industrial Psychologist's analysis shall be shared with the External Diversity Advisory Panel, Class Counsel and Class Representatives.

(b) The recommendations of the Industrial Psychologist, all summaries of any such recommendations, any decisions by Kodak with respect to the recommendations, and any changes implemented by Kodak as a result of the recommendations shall be confidential.

(c) Consistent with the principles and purposes of this Agreement, Kodak has an obligation to consider, in good faith, implementing the recommendations of the Industrial Psychologist. Kodak will have the right to accept or reject, in whole or in part, the recommendations of the Industrial Psychologist. If Kodak decides not to implement one or more of the recommendations of the Industrial Psychologist, Kodak shall provide Class Counsel a written statement explaining why implementation of the recommendation(s) would not be in Kodak's best interest. Kodak may propose an alternative to the rejected recommendation(s) that Kodak believes would serve the same objective as the rejected recommendation, and is consistent with the purposes of this Settlement Agreement. If Class Counsel disagrees with Kodak's decision not to implement a recommendation from the Industrial Psychologist, Class Counsel may suggest an alternative and the parties shall meet and confer in a good faith effort to consider the recommendation and/or alternatives.

(d) **Expert Access to Information.** Kodak agrees that subject to an appropriate Confidentiality Agreement, Kodak will provide the selected Industrial Psychologist with reasonable access to all documents, data and other necessary sources of information, including interviews of company personnel, deemed necessary to fulfill his/her responsibilities as stated in this Agreement.

7.3 **Annual Internal Monitoring Process.** In further consideration for the Class Representatives' execution of this Agreement, and their agreement to be bound by its terms, and the undertakings of the Class Representatives as set forth herein, and Kodak's interest in continuously improving its policies and procedures, (i) a Labor Economist and Statistician nominated by Kodak, and (ii) a Labor Economist and Statistician nominated by Class Representatives, will study existing disparate impact analyses of practices relating to annual evaluations, pay and promotion decisions and will make recommendations as to any appropriate

changes to the monitoring and disparate impact analyses. Kodak intends to nominate and retain Legal Economics Consulting Group, in particular, Dr. Bernie Siskin, Labor Economist and Statistician, to assist in this process (and Plaintiffs do not object to this nomination). Class Representatives intend to nominate Dr. Janice Madden, Labor Economist and Statistician, to assist in this process (and Kodak does not object to this nomination). The Labor Economists and Statisticians will be retained by Kodak within ninety (90) days of the Effective Date.

(a) Upon completion of his/her work and no later than eighteen months after the Effective Date, a summary of the Recommendations of the Labor Economists and Statisticians and any changes implemented by Kodak as a result of the their analyses shall be shared with the External Diversity Advisory Panel, Class Counsel and Class Representatives.

(b) The recommendations of the Labor Economists and Statisticians, all summaries of any such recommendations, any decisions by Kodak with respect to the recommendations, and any changes implemented by Kodak as a result of the recommendations shall be confidential.

(c) Consistent with the principles and purposes of this Agreement, Kodak has an obligation to consider, in good faith, implementing the recommendations of the Labor Economists/Statisticians. Kodak will have the right to accept or reject, in whole or in part, the recommendations of the Labor Economists and Statisticians. If Kodak decides not to implement on or more of the recommendations of the Labor Economists and Statisticians, Kodak shall provide Class Counsel a written statement explaining why implementation of the recommendation(s) would not be in Kodak's best interest. Kodak may propose an alternative to the rejected recommendation(s) that Kodak believes would serve the same objective as the rejected recommendation, and is consistent with the purposes of this Settlement Agreement. If Class Counsel disagrees with Kodak's decision not to implement a recommendation from the Labor Economist/Statistician, Class Counsel may suggest an alternative and the parties shall meet and confer in a good faith effort to consider the recommendation and/or alternatives.

(d) **Expert Access to Information.** Kodak agrees that subject to an appropriate Confidentiality Agreement, Kodak will provide the selected Labor Economists and Statisticians with reasonable access to all documents, data and other necessary sources of information, including interviews of company personnel, deemed necessary to fulfill their responsibilities as stated in this Agreement

7.4 **Employee and Supervisor EOE and Diversity Training.** Kodak is committed to continuing to provide the best in class EOE and Diversity training to all of its supervisors. In further consideration of this settlement and in the spirit of continuous improvement, Kodak agrees to expand and enhance its existing training programs to place greater emphasis on Kodak's procedures for identifying and ensuring compliance with its EOE policies and to update and enhance its existing training scenarios relating to what constitutes a violation of the EOE policies and the procedures for complaining about such violations. The goal of these enhancements is to continue to ensure that all supervisors understand that it is their responsibility and obligation to report and respond to any alleged violations of Kodak's EOE policies.

(a) In conjunction with recommendations from the Industrial Psychologist referenced above, Kodak will develop further enhancements to its EOE and Diversity training, which may include conducting new training sessions designed to further enhance the effectiveness of Kodak's revised training programs discussed above.

(b) Within one year of the Effective Date, Kodak shall provide Class Counsel with a written summary of its effort to expand and enhance its existing training programs.

7.5 **Complaint Procedures and Complaint Tracking.** Kodak shall maintain and enforce its EOE and complaint procedures for violations of EOE policies. As noted above, Kodak will enhance its existing EOE training to place even greater emphasis on its complaint procedures and every employee's obligation to identify potential violations of the Kodak's EOE policies by utilizing the complaint procedures.

7.6 In addition, Kodak will develop a database or spreadsheet to track all complaints of discrimination at Kodak and the resolution/status of such complaints. This tracking process

will cover all complaints in the United States of any form of alleged discrimination. Specifically, within ninety (90) days of the Final Approval Date, Kodak shall prepare a complaint tracking spreadsheet or database recording information regarding all complaints in the United States of alleged discrimination on the basis of race or retaliation. Pertinent information shall include at a minimum the following: (1) the name, job classification, and work location of the complainant(s); and (2) the results of the investigation undertaken in response to such complaint, including the corrective action imposed, if any, and the name of any managers and/or other employees disciplined as a result of the complaint. The goal of the spreadsheet or database is to provide Kodak in one document or database a complete list of complaints and information on Kodak's response. All of the information contained in the database and tracking spreadsheet is confidential and proprietary to Kodak.

7.7 Settlement Compliance Panel. Within one month of the Approval Date, Kodak shall empower its External Diversity Advisory Panel to serve as the compliance panel for this Settlement. For this purpose only, the External Diversity Advisory Panel shall include two additional members designated by the ECJ subject to the approval of Kodak (which shall not be unreasonably delayed or withheld). The ECJ members shall only participate on the External Diversity Panel for the purpose of reviewing and monitoring compliance with the terms of the Settlement Agreement. The External Diversity Advisory Panel and the designated ECJ members will meet (in person or via teleconference subject to cost constraints) at least bi-annually (*i.e.*, twice per year), at approximately six month intervals), during the term of this Agreement, and will review progress reports on the status of implementing this Settlement. During Year 1 of this Agreement, the External Diversity Advisory Panel and the designated ECJ members will meet three times. The ECJ members shall not otherwise participate in the External Diversity Panel or its meetings on topics other than compliance with this Settlement Agreement. Subject to the provisions of this Settlement Agreement, all information shared with the External Diversity Panel relating to the Settlement shall be treated as Confidential and shall not be shared outside of

that group, except that the ECJ participants may report back to ECJ and Class Counsel solely about compliance with the terms of the settlement.

7.8 Kodak shall use its best efforts to ensure that the External Diversity Advisory Panel is fully aware of its responsibilities and that the members of the External Diversity Advisory Panel are effective in carrying out their duties and responsibilities.

7.9 Class Counsel will receive a copy of all correspondence provided to the External Diversity Advisory Panel concerning the provisions of this Settlement Agreement, and shall receive a copy of all correspondence from the External Diversity Advisory Panel concerning this settlement.

7.10 The External Diversity Advisory Panel shall use their best efforts to ensure Kodak's implementation of and compliance with the provisions of this Settlement. Kodak shall provide such support staff and other resources as may be reasonably necessary to discharge Kodak's obligations under this Settlement Agreement.

7.11 **Implementation and Communication of Commitment to Diversity, Equal Employment Opportunity.** No later than thirty (30) days after the Final Approval date, Kodak shall provide to each of its current employees in the United States a written communication that reflects the Company's commitment to diversity, and equal employment opportunity. At least once annually thereafter during the term of this Agreement, Kodak shall provide a similar communication to each of its then current employees in the United States. The communications will be signed and issued by the Chief Executive Officer of Kodak.

7.12 **Reporting.** For the term of this Settlement Agreement, Kodak shall provide an annual report to Class Counsel relating to its compliance with the terms of this Settlement.

VIII. NOTICE TO THE SETTLEMENT CLASS

8.1 Within ten (10) business days after the Preliminary Approval Date, Defendant shall provide to the Claims Administrator a list of all Proposed Class Members, including last known address and telephone number, social security number and employee ID number. Defendant agrees to provide this information in a format reasonably acceptable to the Claims

Administrator. The Claims Administrator will maintain this list in the strictest confidence and shall not disclose it to anyone except Class Counsel, who may use it only for purposes of administering this Settlement.

8.2 A Notice of Class Action Settlement (the “Notice”) in substantively the form attached hereto as **Exhibit C**, and as approved by the Court, shall be sent by the Claims Administrator to Proposed Class Members, by United States first class mail, postage prepaid, within ten (10) business days after the date that Defendant provides the list of all Proposed Class Members described in Paragraph 8.1.

8.3 In order to provide the best notice practicable, the Claims Administrator will do the following before mailing the Notice: (1) run the list of all Proposed Class Members through the United States Postal Service’s National Change of Address database (“NCOA”); and (2) perform address searches using public and proprietary electronic resources which collect their data from various sources such as utility records, property tax records, motor vehicle registration records (where allowed) and credit bureaus.

8.4 If envelopes from the mailing of the Notice are returned with forwarding addresses, the Claims Administrator will re-mail the Notice of Class Action Settlement to the new address within three (3) business days.

8.5 Class Counsel shall provide the Court, at least five (5) calendar days prior to the final fairness hearing, a declaration by the Claims Administrator of due diligence and proof of mailing with regard to the mailing of the Notice of Class Action Settlement to Proposed Class Members.

8.6 In the event that a Notice of Class Action Settlement is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender,” the Claims Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular Proposed Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Notice within three (3) business days of receiving the newly

ascertained address; if no updated address is obtained for that Proposed Class Member, the Notice of Class Action Settlement shall be sent again to the Proposed Class Member's last known address. In either event, the Notice of Class Action Settlement shall be deemed received once it is mailed for the second time.

8.7 With respect to envelopes marked "Return to Sender," the Claims Administrator may also call any identified last-known telephone numbers (and telephone numbers updated through public and proprietary databases) of Proposed Class Members to obtain their current addresses.

8.8 The Claims Administrator shall provide to Counsel for Kodak and Class Counsel, at least ten (10) business days prior to the final fairness hearing, a list of Settlement Class Members to whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

IX. RELEASES

9.1 Upon the negotiation of a settlement check, or upon the Effective Date whether or not a settlement check has been negotiated, whichever is earlier, each member of the Settlement Class shall be deemed to, and shall have, released and discharged all Released Parties with respect to all Released Claims.

9.2 Every Settlement Class Member, as defined above, shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

9.3 The Parties and Settlement Class Members acknowledge that the covenants and promises made by Kodak herein constitute adequate consideration in exchange for the Released Claims as defined in Paragraph 1.17 above.

9.4 Nothing in this Settlement Agreement shall be construed to bar any claims of Settlement Class Members or the Class Representatives based on or arising out of events occurring after the date of the Final Approval by the Court of the Settlement Agreement.

X. REQUESTS FOR EXCLUSION, OBJECTIONS, AND KODAK'S RIGHT TO WITHDRAW

10.1 Any person who does not wish to participate in the settlement, *i.e.*, who wants to opt-out of the settlement, may file a timely request for exclusion pursuant to the provisions set forth in the Notice of Class Action Settlement. Such written request for exclusion must contain the name, address and telephone number of the person requesting exclusion. The opt-out must be personally signed by the Proposed Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of Proposed Class Members. The request for exclusion must contain the statements set forth in the Notice of Class Action Settlement, and must be sent by mail or courier to the Claims Administrator so that it is actually postmarked (or received, if by courier) within thirty-five (35) days after it was mailed by the Claims Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request for exclusion (opt-out) has been timely submitted. Any person who timely submits such a request for exclusion shall be barred from participation in the settlement, and shall receive no benefit from the settlement.

10.2 The Notice of Class Action Settlement shall provide that those members of the Proposed Class who wish to object to the Settlement must mail or send by courier to the Claims Administrator their written statement of objection so that it is actually postmarked (or received, if by courier) within thirty-five (35) days after it was mailed by the Claims Administrator. The postmark date of the mailing shall be the exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must state the basis for the objection. Members of the Proposed Class who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

10.3 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Proposed Class to submit written objections to the settlement or appeal from the Final Approval Order for this Settlement.

10.4 If any of the Class Representatives submits a timely and complete request for exclusion, Kodak shall have the absolute right, in its sole discretion and notwithstanding any other provisions of this Agreement, but subject to all the provisions and time limits of this section, to withdraw in writing from this Agreement, or to modify this Agreement through further negotiations with Class Counsel. If Kodak does withdraw in conformity with the provisions and time limits of this section, the Agreement will be null and void for all purposes and may not be used or introduced in further litigation except to determine whether Kodak is entitled to withdraw from the Agreement and has validly done so. Kodak shall have thirty (30) calendar days after the expiration of all Proposed Class Members' deadlines in Paragraph 10.1 above to withdraw from (or modify through negotiation) this Agreement on the basis that a Class Representative has submitted a timely and complete request for exclusion.

10.5 In addition, if a total of twenty (20) or more Proposed Class Members submit timely and complete requests for exclusion, Kodak shall have the absolute right, in its sole discretion and notwithstanding any other provisions of this Agreement, but subject to all the provisions and time limits of this section, to withdraw in writing from this Agreement, or to modify this Agreement through further negotiations with Class Counsel. If Kodak does withdraw in conformity with the provisions and time limits of this section, the Agreement will be null and void for all purposes and may not be used or introduced in further litigation except to determine whether Kodak is entitled to withdraw from the Agreement and has validly done so.

10.6 The Claims Administrator shall each calendar week notify counsel for Kodak and Class Counsel by fax or email of the number of individuals who have to that date submitted timely and complete requests for exclusion and whether any of them are Class Representatives, and at the same time shall send to said counsel by fax, email or by overnight delivery copies of all the timely and complete requests for exclusion which Class Counsel has received. Kodak

shall have thirty (30) days after the expiration of all Proposed Class Members' deadlines in Paragraph 10.1 above to withdraw from (or modify through negotiation) this Agreement on the basis that a total of twenty (20) or more Proposed Class Members have submitted timely and complete requests for exclusion.

XI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

11.1 Promptly upon execution of this Agreement, but by no later than ten (10) business days thereafter, the Parties shall apply to the Court for the entry of an order (the "Preliminary Approval Order"):

(a) Scheduling a fairness hearing as soon as practicable on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the class;

(b) Approving as to form and content the proposed Notice of Class Action Settlement;

(c) Directing the mailing of the Notice by first class mail to the Proposed Class Members;

(d) Preliminarily approving the Agreement, as well as the payment of attorneys' fees, costs, and Service Payments set forth in this Agreement; and

(e) Certifying the Settlement Class.

11.2 In moving for the entry of the Preliminary Approval Order, Class Counsel will submit to the Court for its approval this Settlement Agreement and attachments, and supporting papers, which shall set forth the terms of this settlement and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement Agreement.

11.3 Because CAFA was not enacted until after the *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, lawsuit was filed, it is not applicable to the *Davis* lawsuit. The *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, lawsuit was filed in state court and the Plaintiffs contend only involved New York state law claims. Although this matter was removed to federal court, the

magistrate judge issued a recommendation that the *Alston* matter be remanded to state court because it involved state law claims. Accordingly, while the parties do not believe that CAFA notices are required for the *Alston* matter, they have agreed to send CAFA notices for the *Alston* matter within ten (10) days of filing of this Agreement.

11.4 In computing any period of time prescribed or allowed by this settlement Agreement, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a).

XII. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

12.1 In connection with the final approval by the Court of the Agreement, Class Counsel and Counsel for Defendant will submit a proposed final order and judgment:

- (a) Granting final approval to the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Dismissing the Civil Actions with prejudice and permanently barring all members of the Settlement Class including the Class Representatives from prosecuting against any Released Parties any of the Released Claims; and
- (c) Retaining jurisdiction to enforce the terms of the Agreement.

12.2 In connection with the final approval by the Court of the Agreement, Kodak agrees that:

- (a) Kodak will not retaliate in any way against any of the Class Representatives or Settlement Class Members who participated in this action;
- (b) within 60 days after the Effective Date, Kodak will distribute a written statement reiterating its commitment to and support of its EOE policies;
- (c) within 365 days after the Effective Date, Kodak will provide training to its managers and supervisors about its Equal Opportunity Employment and harassment-free workplace policies;
- (d) Kodak's internal complaint procedure will continue to provide for the prompt and full investigations of any complaints of employment discrimination; and

(e) Kodak will continue to use its best efforts to ensure that its performance appraisal, compensation, promotion and layoff practices are applied in a non-discriminatory fashion.

12.3 All materials containing Confidential Information pursuant to the Stipulation and Order of Confidentiality entered in *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098 shall be returned to the producing party or destroyed by the party to whom those materials were produced within ninety days after the Effective Date, with the exception that the parties may retain copies of their work product; copies of all filed documents (whether or not filed under seal or submitted to the court without being officially filed); and materials necessary to oversee compliance with this Agreement, except that all documents and materials designated Highly Confidential shall be returned to Kodak or Kodak's counsel, who shall retain and maintain that information in the form in which it is returned during the term of this Settlement Agreement.

XIII. DISPUTE RESOLUTION

13.1 Except as otherwise set forth herein, all disputes concerning compliance with the terms of this Settlement Agreement or payment of the monies pursuant to this Settlement Agreement shall be resolved pursuant to the following provisions.

13.2 If the Named Plaintiffs, Settlement Class Members, Class Counsel, Kodak, or Kodak's Counsel at any time believe that the other party has breached the Settlement Agreement, that party shall notify the other party in writing of the alleged violation.

13.3 Upon receiving notice of the alleged violation or dispute, the responding party shall have ten (10) business days to correct the alleged violation and/or respond to the initiating party with the reasons why the party disputes all or part of the allegation.

13.4 If the response does not address the alleged violation to the initiating party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to resolve their differences.

13.5 If Class Counsel and Kodak are unable to resolve their differences after ten (10) business days, either party may file an appropriate motion for enforcement with the Court. The

briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

XIV. PARTIES' AUTHORITY

14.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties and the Settlement Class Members to the terms and conditions hereof.

14.2 All of the Parties acknowledge that through this Settlement Agreement and its attachments, they and the Settlement Class Members are being advised that they may consult an attorney regarding their participation in this Agreement, and the Parties acknowledge that they in fact have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

14.3 All of the Parties and Settlement Class Members acknowledge that they are participating voluntarily and knowingly in exchange for the consideration described herein. The Parties and Settlement Class Members further acknowledge that they were provided with a reasonable period of time within which to consider this Agreement.

XV. MUTUAL FULL COOPERATION

15.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

XVI. NOTICES

16.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class Representatives or to any Settlement Class member:

BERGER & MONTAGUE, P.C.
Shanon Carson, Esq.
1622 Locust Street
Philadelphia, PA 19103

To the Defendant:

MORGAN, LEWIS & BOCKIUS LLP
Michael S. Burkhardt, Esq.
1701 Market Street
Philadelphia, PA 19103-2921

XVII. MODIFICATION

17.1 This Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XVIII. ENTIRE AGREEMENT

18.1 This Agreement and its attachments constitute the entire agreement between the Parties and Settlement Class Members concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other Settlement-related document, the Parties and Settlement Class Members intend that this Agreement shall be controlling.

XIX. CHOICE OF LAW/JURISDICTION

19.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Western District of New York. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

XX. COUNTERPARTS

20.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and Settlement Class Members.

XXI. PUBLIC COMMENT

21.1 Other than necessary disclosures made to the Court, the content of the Parties' settlement negotiations and all related information shall be held confidential by Kodak, Counsel for Kodak, Class Counsel and the Class Representatives, and shall not be disclosed to any third parties, subject to the following exceptions: (a) Class Counsel and the Class Representatives may communicate with Settlement Class Members for purposes of implementing, administering and enforcing the Settlement as provide herein, and Class Counsel may respond to inquiries they respectively receive from Settlement Class Members; (b) Kodak may communicate with those persons, including Kodak employees, necessary for the administration, implementation, and enforcement of the Settlement, and may inform its employees of the Settlement; (c) Class Counsel may issue the statement attached as Exhibit D on their website, but agree that they will not issue a press release or solicit media inquiries, and in response to any inquiries from the media or third parties, Class Counsel and Class Representatives agree that they will only refer to the statement attached in Exhibit D; and (d) Class Counsel may cite to the public record in the course of their work but information previously designated as Confidential pursuant to the parties' Stipulation and Order of Confidentiality dated April 24, 2006 shall remain confidential. Class Counsel agrees to use the contact information for Settlement Class Members that is provided to it by the Claims Administrator and Counsel for Kodak solely for purposes of communicating regarding this action and implementing this Agreement and for no other purpose, at any time, or for any reason.

XXII. VARIOUS PROCEEDINGS STAYED

22.1 The Parties agree to hold all proceedings in the Civil Actions, except such proceedings as may be necessary to implement and complete the Settlement Agreement, in abeyance pending the Final Fairness Hearing to be conducted by the Court.

XXIII. DEFENSE FEES AND COSTS

23.1 All of Kodak's own attorneys' fees and legal costs and expenses incurred in the Civil Actions shall be borne by Kodak from Kodak's separate funds and not from the Settlement Fund.

XXIV. VOIDING THE AGREEMENT

24.1 In the event this Agreement, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties. In the event this Agreement becomes null and void for any reason, Kodak, Counsel for Kodak, the Class Representatives, and Class Counsel agree that they shall from that date forward keep strictly confidential the terms of the Agreement, the existence of the Agreement, any information concerning the Agreement, or any of the discussions and or negotiations regarding the Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

Dated: June 2, 2009

BERGER & MONTAGUE, P.C.

By: 

Shanon Carson, Esq.

1622 Locust Street

Philadelphia, PA 19103

Phone: (215) 875-4656

Facsimile: (215) 875-4604

Class Counsel:

BERGER & MONTAGUE, P.C.

William T. Coleman III

Shanon J. Carson

1622 Locust Street

Philadelphia, PA 19103

GARWIN GERSTEIN & FISHER LLP

Bruce E. Gerstein

Jan Bartelli

1501 Broadway, Suite 1416

New York, NY 10036

THE CHAVERS LAW FIRM, P.C.

Clayborne E. Chavers

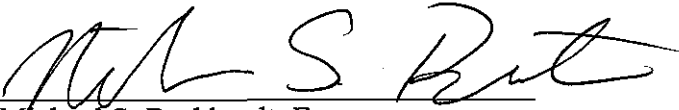
1250 Connecticut Avenue, NW, Suite 200

Washington, D.C. 20036

Counsel for Class Representatives and
Settlement Class Members

Dated: June 2, 2009

MORGAN, LEWIS & BOCKIUS LLP

By: 
Michael S. Burkhardt, Esq.

1701 Market St
Philadelphia, PA 19103
Tel.: (215)-963-5130
Fax: (215)-963-5001

NIXON PEABODY LLP
Robert B. Calihan
1100 Clinton Square
Rochester, NY 14603-1792
(585) 263-1600
(585) 263-1600 (fax)

Counsel for Defendant Eastman Kodak Company

EXHIBIT A

Last Name	First Name
Aaron	Wiley
Abrahams	Bernice
Abram	Rosa
Adair	Maurice
Adams	Antonio
Adams	Diane
Adams	Elaine
Adams	Keith
Adams	Mary
Adams	Robert
Adebekun	Derin
Adell	Arthur
Adell	Lashawn
Adjei-Mensah	Joseph
Aduwa-Ero	Lucille
Afolabi	Adedeji
Ainsworth	Norman
Ajavon	Joe
Ajewole	Isaac
Akbar	Maatra
Akinola	M
Alexander	Andrea
Alexander	Joyce
Alexander	Keith
Alexander	Lawrence
Alexander	Linda
Alexander	Michelle
Alexander	Rita
Alexander	Timothy
Alexander	Wayne
Alexandre	Jean
Allen	Annette
Allen	Delaina
Allen	Dorian
Allen	Duanise
Allen	Flovea
Allen	Franklin
Allen	Jennifer
Allen	Luther
Allen	Terry
Allen	Thelma
Allen	Tremaine
Allen	Trenton
Allen	William
Alleyne	Carolyn
Allison	Kimberly
Allison	Queenie
Allums	Kimberly
Alston	Gladys
Alston	Willie
Altamirano	Jesse

Last Name	First Name
Altidor	Delano
Altidor	Raphael
Alves	Regina
Amos	Tammy
Anderson	Alfred
Anderson	Alfred
Anderson	Barbara
Anderson	David
Anderson	Gerald
Anderson	Irene
Anderson	Joe
Anderson	Linda
Anderson	Norma
Anderson	Robin
Anderson	Roydale
Anderson	Terrance
Anderson	William
Anderson	Willie
Anderson	Zakiyyah
Andrews	Aisha
Andrews	Carol
Andrews	Dorothy
Andrews	Harry
Andrews	Margie
Andrews	Michael
Andrews	Wally
Anthony	Veronica
Appleberry	Debra
Archer	Collin
Arline	Purvis
Armstead	Yvonne
Armstrong	Constance
Armstrong	Daymon
Armstrong	Doris
Armstrong	Katrina
Armstrong	Keith
Armstrong	Maurice
Armstrong	Moses
Armstrong	Shirley
Arter	Aaron
Arterberry	Torence
Asbie	Eddie
Aserekama	Adugbire
Ashford	Perry
Ashford	William
Augustine	Sheila
Augustus	Michael
Austin	Arthur
Austin	Clifton
Avant	Samuel
Avery	Royal

Last Name	First Name
Awopetu	Julieannah
Ayoung	David
Azogi	Ibrahim
Baccas	Cheree
Baggling	Barbara
Bailey	Bobby
Bailey	Denham
Bailey	Neville
Baker	Bridgette
Baker	Davita
Baker	Kelvin
Baker	Larry
Baker	Lisa
Baker	Marlin
Baker	Mary
Baker	Richard
Baldwin	Billie
Balkum	David
Balkum	Jeannette
Ballou	Niticia
Banahene	Jude
Banks	Anthony
Banks	Benjamin
Banks	Davis
Banks	Kenney
Banks-Jeffries	Pamela
Baptiste	Kenny
Barber	Arthur
Barber	Jean
Barclay	Dannell
Barfield	Charles
Barideaux	Edward
Barksdale	Derrek
Barley	Jimmy
Barley	Mark
Barley	Richard
Barner	Peggie
Barnes	Dion
Barnes	Dynastia
Barnes	Earnest
Barnes	Gayle
Barnes	L
Barnes	Richard
Barnes	Ricky
Barnes	Shirley
Barnes	Theree
Barnes	Todd
Barnett	Clifford
Barnett	Pat
Barr	Warren
Barrett	Antoinette

Last Name	First Name
Barrett	Charnel
Barrett	Gail
Barrett	Paul
Barrett	Thomas
Barron	Gregory
Barron	Janet
Barthelemy	Placius
Battles	James
Batts	Clay
Baxter	David
Baxter	Kenneth
Beal	Sherry
Bean	Stephen
Be-Ans	Donald
Be-Ans	Verleria
Beard	Suella
Beaty	Cleodis
Beaty	Gerleen
Beaty	Jimmie
Beaty	Renard
Beaty-Travis	Vera
Beckford	Gloria
Beckford	Kevin
Beckford	Kimberley
Beckley	Howard
Becoats	Marshall
Becoats	Shantanette
Bedgood	Larry
Bell	Eric
Bell	Ethel
Bell	Josephine
Bell	Kenneth
Bell	Natasha
Bell	Oscar
Bellamy	Lyda
Bellamy	Marcus
Belle	Michael
Bellis	James
Beloch	Alesia
Beloch	Flossie
Beloch	Stanley
Benard	Oscar
Benjamin	Lorene
Bennett	Charlie
Bennett	Inez
Bennett	Kenneth
Bennett	Matthew
Bennett	Preston
Bennett	Roy
Bennett	Waldense
Bennour	Malika

Last Name	First Name
Bentley	Carlette
Benton	Dale
Bernard	Antonia
Bernard	Lakrecia
Bernard	Michael
Bernard	Shawn
Bernhard	Bridgett
Berrouet	Carolle
Berry	James
Berry	Teresha
Bertram	Dudley
Bethel	Ronald
Bethune	Stanley
Bevans	Gene
Bice	Betty
Billings	Larry
Billings	Sarah
Bilson	Carole
Bitek	Alfred
Black	Linda
Black	Robert
Blackman	Sonia
Blackmon	Earl
Blackmon	Lazaro
Blackmon	Tracy
Blackwell	Emory
Blackwell	Melvin
Blackwood	Virginia
Blair	Albert
Blake	Kathleen
Blake	Leon
Blake	Nathaniel
Blake	Nicole
Blake	Sarah
Blake	Teresa
Blake-Dunagan	Deloris
Blanding	Patricia
Blocker	Ronald
Blue	Darrick
Blue	J Ferrel
Blue	Vastee
Blythers	Elizabeth
Boateng	Michael
Boatswain	Mlingi
Bogan	James
Bogmis	Josue
Bohler	Albert
Bohler	Chris
Boler	Robyn
Boller	Alcindor
Bonds	Anthony

Last Name	First Name
Bonham	Almeater
Bonham	J
Booker	Eric
Boone	William
Boothe	Leo
Bostic	Antionette
Bostic	Carroll
Bostick	Vernon
Boswell	Annette
Bourne	Allison
Bowers	Helen
Bowick	Ronada
Bowick	Thomas
Bowks	Roland
Boyd	Jessie
Bracey	Wyatt
Bradford	Ann
Bradford	Carlos
Bradford	Sabrina
Bradley	Eugene
Bradley	Joyce
Bradley	Ray
Bradley	Tenia
Bradshaw	Eric
Bradshaw	Villa
Branch	Phillip
Brantley	Hermon
Brantley	Teddie
Braswell	Paul
Brazwell	Margaret
Breedlove	Lenward
Breedlove	Vernell
Breeze	Pamela
Brenson	Charles
Brenson	Shemica
Brickhouse	Melissa
Bridgers	James
Bridges	Eddie
Bridges-Jackson	Vivian
Brinson	Mary
Brinson	Mattie
Brinson-Moss	Darthenia
Britton	Joseph
Britton	Minnie
Broadaway	Keisha
Broadnax	Tyrone
Brock	Franklin
Brock	Roger
Bromell	Charlene
Brooken	Linda
Brooks	Arthur

Last Name	First Name
Brooks	Charles
Brooks	Leslie
Brooks	Louie
Brooks	Rick
Brooks	Stephen
Brooks	W
Brown	Angela
Brown	Chauntanette
Brown	Christopher
Brown	Clemont
Brown	Cleveland
Brown	Deon
Brown	Desmond
Brown	Eddie
Brown	Eureka
Brown	Floyd
Brown	Frank
Brown	Franklin
Brown	Furman
Brown	Gerald
Brown	Henry
Brown	Jeffrey
Brown	Joseph
Brown	Joy
Brown	Kevin
Brown	Kevin
Brown	Kirkland
Brown	Lakenisha
Brown	Lee
Brown	Leroy
Brown	Loretta
Brown	Matthew
Brown	Nita
Brown	Paula
Brown	Reuben
Brown	Rosa
Brown	Roy
Brown	Samuel
Brown	Shatara
Brown	Sheryl
Brown	Terry
Brown	Tommy
Brown	William
Brown	Willie
Brown-Cosby	Lorran
Broyld	Dennis
Broyld	Gary
Brundidge	Virginia
Bruner	Willie
Brunskill	Gwendolyn
Brunson	Evette

Last Name	First Name
Brunson	Frank
Brunson	Patricia
Brunson	Peggy
Bryan	Trevor
Bryant	David
Bryant	Gregg
Bryant	Jerry
Bryant	Michele
Bryant	Naomi
Bryant	Parris
Bryant	Rochelle
Bryant	Rodney
Buckles	Bryan
Buckner	Valarie
Buford	Harold
Buie	Michael
Buie	Patricia
Bullock	Sandra
Buntley	Malissa
Burch	Cassandra
Burgess	Ann
Burk	Errol
Burk	Selvin
Burke	H
Burnett	Joe
Burnice	Jacqueline
Burno	Alfred
Burns	Victor
Burrell	David
Burrell	Diane
Burrell	Larry
Burris	Robert
Burris	Stacy
Burroughs	Kathy
Burroughs	Kenny
Burrows	Levern
Burton	Kevin
Burton	Linda
Bush	Candace
Bush	Carrie
Bush	Tracy
Butler	Bennie
Butler	Michelle
Butler	Tyrone
Butler	Victoria
Butler	Wayne
Butler	William
Butts	Cleo
Butts	Morgan
Byers	Carmen
Bynoe	Glisi

Last Name	First Name
Bynoe	Ralph
Byrd	Alice
Byrd	Lashasha
Byrd	William
Caesar	Dwight
Caesar	Jacqueline
Cage	Connie
Caldwell	Dionne
Calhoun	James
Calhoun	Susie
Callier	Hawkins
Calloway	Aundre
Calloway	Kim
Calloway	Patricia
Calloway	Vera
Cameron	Elsie
Cameron	Warren
Campbell	Carl
Campbell	Derrick
Campbell	Lucien
Campbell	Sherriet
Canady	Tamatha
Cannon	Robert
Capestany	Ray
Caples	Oliver
Carbonell	Ivan
Cardenas	Jose
Carnes-James	Elaine
Carpenter	Kevin
Carr	Candis
Carroll	Adelaide
Carson	Sherman
Carswell	Terrelle
Carter	Brian
Carter	Catherneil
Carter	Darryl
Carter	Elaine
Carter	Gregory
Carter	Isaiah
Carter	Joyce
Carter	Karl
Carter	Larry
Carter	Laverne
Carter	Lenora
Carter	Linda
Carter	Lois
Carter	Maggie
Carter	Patricia
Carter	Raymond
Carter	Robert
Carter	Robert

Last Name	First Name
Carter	Shondell
Carter	Stephanie
Carter	Tyra
Carter	Veronica
Carter	Willie
Cash	Mario
Cashe	Marilyn
Cason	Willie
Cathey	Jeroans
Cathey	Rose
Chambers	Emma
Chambers	Juanita
Champion	Dionne
Chandler	Johnny
Chandler	Joseph
Chandler	Kenneth
Chapman	Christopher
Chappell	Otis
Chargo	Carl
Charleston	Cordell
Charleston	Dawn
Chatman	Candace
Chatman	Daniel
Chatman	William
Che-Mponda	Aleck
Cherry	Willard
Chess	Antonius
Chess	Asilee
Chestnut	Daisy
Chin	Isoda
Chitty	Alton
Choice	Markita
Christian	Charley
Christie	Godfrey
Clancy	Troy
Clark	Clifford
Clark	David
Clark	Edith
Clark	Freddie
Clark	John
Clark	Lester
Clark	Mark
Clark	Otis
Clark	Richard
Clark	Steven
Clark	Vincent
Clark	Vivian
Clark	William
Clark-Chambers	Elonda
Clarkson	Ann
Clarkson	Cecil

Last Name	First Name
Clay	Christine
Clay	Roslyn
Clemmons	Elliott
Cleveland	Michael
Cleveland	Sidney
Cliff	Catherine
Cliff	Melvin
Cliff	Veronica
Clifton-Goolsby	Deidra
Clinkscales	Elise
Clyburn	Kevin
Coakley	Michael
Cobb	Charles
Cobb	Jonathan
Cobb	Tommy
Cobbs	Ronald
Cofer	Raven
Cohen	Carl
Cole	Clifton
Cole	Nathaniel
Cole	Neil
Coleman	Carmen
Coleman	Doris
Coleman	Ray
Coles	Deborah
Coles	Robert
Coley	Curtis
Coley	Floyd
Coley	Mary
Coley	Narvilla
Coley-Gardner	Brenda
Collier	Shavon
Collington	Arthur
Collins	Willie
Colon	Bonnie
Colson	Sheree
Conde	Jacques
Coney	Charles
Conner	Yvonne
Conte	Janet
Cook	Bernice
Cook	James
Cook	Jeffrey
Cook	Troy
Cooke	Ella
Cooper	Beverly
Cooper	Blakeley
Cooper	Harmon
Cooper	Herman
Cooper	Inez
Cooper	Jannie Mae

Last Name	First Name
Cooper	Joe
Cooper	Joyce
Cooper	Kevin
Cooper	Louis
Cooper	Martha
Cooper	Masakela
Cooper	Mattie
Cooper	Samuel
Cooper	Willie
Copeland	Dennis
Cosey	Terry
Cotton	Annette
Cotton	Elizabeth
Coulibaly	Eric
Council	Katie
Couser	Robert
Covington	Henrietta
Cowans	Stanley
Cox	Daile
Cox	Dennis
Crane	Ruby
Crawford	Miriam
Crawford	Paula
Crawford	Rufus
Crawford	Tavis
Crawford	Titania
Creecy	Rodney
Crenshaw	Patricia
Crews	Floyd
Crews-Noye	Sheila
Crisler	Jewel
Crittenden	Robert
Crocker	Johnnie
Croft	Orlando
Croft	Reuben
Cromartie	Joseph
Cromer	Richard
Cromwell	Dorian
Crosby	Brenda
Crosdale	Clyton
Crosdale	Fitzroy
Crossdale	Conley
Cross-Johnson	Markiesha
Crossley	Cheryl
Crowder	Destnie
Crowder	Eddie
Culton	Shawn
Culver	Betty
Cummings	Donita
Cummings	Joel
Cunningham	Alma

Last Name	First Name
Cunningham	Evanger
Cunningham	Whittemore
Cunningham	William
Cupid	Lisa
Curry	Linden
Curry	Paul
Curry	Stanley
Curry	Travis
Cuylear	Corbin
Cuyler	Jamie
Cuyler	Jamie
Cyrus	Abraham
Dabre	Ayisha
Dade	Stanley
Dagher	Sandra
Dail	Eugene
Dames	Arnold
Danalds	Jimmie
Dance	Gwendolyn
Daniel	Dora
Daniel	Reginald
Daniel	Reshaunda
Daniel	Willie
Daniels	Danielle
Daniels	Everett
Daniels	Houston
Daniels	Shiresa
Daniels	Tiffany
Danley	Yvette
Danner	Eartha
Darby	Kevin
Darkwah	Kwaku
Darkwah	Millacena
Darrisaw	L
Darville	Harvilley
Dasher	Ronise
Davenport	Felix
Davidson	Victor
Davie	Earl
Davis	Argie
Davis	Bobby
Davis	Carla
Davis	Courtney
Davis	Debra
Davis	Delois
Davis	Derrick
Davis	Donna
Davis	Dora
Davis	Eric
Davis	Felix
Davis	Gloria

Last Name	First Name
Davis	Henry
Davis	James
Davis	Jim
Davis	John
Davis	John
Davis	Karen
Davis	Katie
Davis	Keith
Davis	Kelvin
Davis	Lorenzo
Davis	Mac
Davis	Marie
Davis	Raymond
Davis	Shawna
Davis	Stephen
Davis	Taryn
Davis	Tina
Davis	Willie
Davis	Willie
Davis	Yvonne
Dawson	Linda
Day	Paul
Daymon	Deborah
Daymon	Horace
Daymon	Reginald
Deary	Marc
Debolt	Michael
Dejesus	Nadine
De-Moor-Bey	Marco
Denmon	Desiree
Dennis	Orland
Dennis	Robert
Dennis	Sharmaine
Dennis	Tamara
Dennis	Tyrone
Dennis	Vernon
Denson	Earnest
Denson	Elizabeth
Dent	Tara
Dent	Vera
Desardouin	Jean
Devers	Reginald
Devine	Mary
Devine	Samuel
Devoe	George
Devore	Lewis
Dexter	Katherine
Deyampert	Rhonda
Dias	Ruby
Dicker	Wilfred
Dickerson	Nathaniel

Last Name	First Name
Dickerson	Shania
Dillard	Jacquelyn
Dillard	Kito
Dillard	Terry
Dingle	Warren
Distant	Merrick
Dixon	Aaron
Dixon	Eric
Dixon	Jerrell
Dixon	Leroy
Dixon	Michelle
Dixon	Roy
Dixon	Sharon
Dobney	Merline
Dodley	Lydia
Dokyi	Emmanuel
Donald	Curtis
Donald	Randolph
Donaldson	Alvira
Donaldson	Robert
Donaldson	Stephen
Donovan	Leonora
Doret	Ronald
Dorman	Bessie
Dorn	Ronnie
Dorsey	Aaron
Dorsey	Deidra
Dorsey	Ronald
Dorsey-Davis	Linda
Dortch	Michael
Dortch	Vada
Doucette	Sarah
Doucette	Sybil
Dougal	Angela
Dougal	Glenford
Dougal	Vaughn
Dougall	Hugh
Douglas	Chauncey
Douglas	Donald
Douglas	Gregory
Douglas	Mark
Douglas	Olivia
Douyon	Richard
Downs	Sharonda
Drain	Versie
Drains	Thaddeus
Drayton	Jean-Suzan
Drayton	Relford
Drumgoole	Juanita
Dry	Jane
Duboise	Kimble

Last Name	First Name
Duckie	Rennie
Dudley	Debra
Dukes	Anthony
Dukes	Eric
Dukes	Kevin
Dukes	Mary
Dukes	Samuel
Dukes	Wanda
Dulaney	Mark
Dunbar	Billie
Duncan	Andrew
Duncan	Esther
Duncan	Lambert
Dunn	Deltris
Dunwoody	Aaron
Dupree	Mae
Durham	Barbara
Durham	Willie
Duroseau	Joseph
Dye	John
Dyson	Leon
Eady	Lisa
Ealy	George
Easley	Eliscia
East	Grace
Easter	Judy
Easterling	Derek
Edmonds	Willie
Edwards	Kelly
Edwards	Lashondra
Edwards	Lillian
Edwards	Lucille
Edwards	Reeshemah
Edwards	Rita
Edwards	Willie
Egbuson	Francis
Elam	Diana
El-Amin	Warith
Eldridge	Kevin
Eldridge	Teresa
Elerbe	Zack
Ellebie	Glera
Ellington	Delories
Elliott	Bruce
Ellis	Clide
Ellis	George
Ellison	Jason
Ellison	Nathaniel
Elmore-Mouzon	Janice
Elzey	Daimon
Elzey-King	Phyllis

Last Name	First Name
Embola	Ekille
English	Martin
Epps	Anthony
Epps	Jacqueline
Estrich	Albert
Evans	Alice
Evans	Cassandra
Evans	Gwendolyn
Evans	John
Evans	Peter
Evans	Shawn
Evans	Vincent
Evans	Yvonne
Evans-Strong	Linda
Everett	Marion
Exum	Regina
Ezenyilimba	Matthew
Fabre	Vladimir
Fagan	Lascelles
Fair	Alvin
Fair	Loraine
Farquharson	Ransford
Fason	Samuel
Fauntleroy	Carla
Fauntroy	David
Fears	Wayne
Fedrick	Mace
Felder	Vashti
Felton	Deborah
Fennell	Darius
Fields	Eddie
Fields	Mickey
Finley	Charles
Fisher	Khaleel
Fisher	Leonard
Fisher	Susan
Fitts	Pressa
Fitzhugh	London
Fitzpatrick	Rhonda
Fitzpatrick	Robert
Flemings	James
Fletcher	Carolyn
Fletcher	Jerry
Flood	Bettie
Flood	Jerome
Flowers	Carl
Flowers	Eric
Flowers	Lovier
Floyd	Carlton
Floyd	Curtis
Floyd	Johnnie

Last Name	First Name
Floyd	Laurie
Floyd	Margaret
Floyd	Steven
Folden	Rosa
Fontenette	George
Foote	Milton
Forbes	Robert
Ford	Cynthia
Ford	Roderick
Ford	Sarah
Forehand	Jamaine
Fortson	Bennie
Foster	Bobby
Foster	Elaine
Foster	Jeffrey
Foster	Rick
Foster	Wendy
France	Leon
Francis	Errol
Francis	Lys
Franklin	Peter
Franklin	Tomiko
Frasier	Larry
Frazier	Brenda
Frazier	John
Frazier	Ricky
Freeman	Adam
Freeman	Georgette
Freeman	Mary
French	Latishia
Fugate	Thomas
Fuller	Camilla
Fuller	Hugh
Fulmore	Vincent
Fulton	Alicia
Fulton	Vivian
Fuqua	Jimmie
Fuqua	Lori
Furlonge	Marcia
Gabriel	Ian
Gaddis	Linda
Gaddis	Willie
Gadson	Chantieria
Gadson	Joanna
Gadson	Jonas
Gaffney	Jason
Gaillard	Raymond
Gainey	Larry
Gainey	Thomas
Gaither	Moses
Gales	Eric

Last Name	First Name
Gales	Lorraine
Gambill	Vivian
Gamble	Brandi
Gamble	Leverne
Garcia	Wanda
Gardner	Earl
Garrett	Jabari
Garrett	Terry
Garzon	Tanya
Gaskin	Wayne
Gaskins	Missouri
Gaskins	Tameka
Gaston	Belden
Gatewood	William
Gause	Carl
Gause	James
Gause	Raymond
Gavin	Curley
Gavin	Delmarisha
Gavin	Patricia
Gayden	Cynthia
Gayhead	Charles
Gayle	Marjorie
Gayton	Edmond
Gayton	Fredwin
Gearing	Bobby
Gearing	Willie
Gentles	Junior
George	Sheila
Ghile	Mulugeta
Gibbons	Lanell
Gibbs	Julie
Gibson	Anna
Gibson	Floyd
Gibson	Jatunn
Gibson	John
Gibson	Leo
Gibson	Oscar
Gibson	Rhonda
Gibson	Robert
Gibson	Ted
Gibson-Rankin	Sheila
Gilbert	Paul
Gilchrist	Joan
Gilchrist	Leroy
Gilchrist	Linda
Gill	Aldrick
Gilley	Frederick
Gilliam	Tanya
Gilmore	Jonathan
Gilstrap	Stacy

Last Name	First Name
Gipson	Frederick
Gissendanner	Andrew
Gissendanner	Brenda
Gittens	Cecil
Givens	Diane
Givens	Earnest
Glasco	Doris
Glass	Kathleen
Glass	Kenneth
Glenn	James
Glover	Deborah
Glover	Freddie
Glover	Glenda
Glover	Joyce
Glover	Katrina
Goddard	Janie
Golding	Marcella
Gomes	Earl
Gonite	Estifanos
Gooding	Kenwyn
Goodlitt	Wilbert
Goodson	Henry
Goodwill	Geraldine
Goolsby	Fred
Goolsby	Larry
Gordon	Diana
Gordon	Lynden
Gordon	Ronald
Gordon	Sheree
Gordon	Ulah
Graggs	Darin
Graham	Celessia
Graham	Janel
Graham	John
Graham	Lewis
Graham	Samuel
Graham	Verna
Graham-Love	Pearlie
Grant	Allen
Grant	Leonard
Grant	Peter
Grant	Roosevelt
Granville	Doreen
Gray	Carolyn
Gray	Henry
Gray	Janice
Gray	Lena
Gray	Louis
Gray	Mary
Gray	Maurice
Gray	Samuel

Last Name	First Name
Gray	Tommy
Grayson	Arnold
Grayson	Teresa
Gray-Spotford	Dawn
Greathouse	Reonda
Green	Andrea
Green	Annie
Green	Franzina
Green	Hadley
Green	Herbert
Green	Isaac
Green	Joan
Green	Jonathan
Green	Joseph
Green	Leshawn
Green	Maurice
Green	Mc
Green	Melissa
Green	Melvin
Green	Odessa
Green	Robert
Green	Robert
Green	Velva
Greenaway	Richard
Greene	Bernice
Greer	Willie
Greggs	Donald
Greggs	Thomas
Griffin	Ashanti
Griffin	Charles
Griffin	Donnell
Griffin	Frank
Griffin	Harvey
Griffin	Lakinta
Griffin	Patricia
Griffin	Theodore
Griffin	Van
Griffin	Wilfred
Griffith	Wayne
Griggs	Leon
Griggs	Mary
Grigley	Timothy
Grimes	Barry
Grimes	Barry
Grimes	Fred
Grimes	Georgina
Grimes	Terrance
Grisby	Curtis
Grissom	Felina
Gross	Minnie
Grover	Beatrice

Last Name	First Name
Guirand	Patrick
Gulley	Vernell
Gully	Titus
Gundlach-Besse	Michele
Gunn	Angela
Guy	Patrick
Hackworth	Angela
Hadden	Robert
Hailey	John
Hails	Alma
Hailu	Alemayehu
Hairston	Kamieka
Hale	Tracy
Hall	Anthony
Hall	Brooksie
Hall	Carolyn
Hall	Daisy
Hall	Dermott
Hall	Robert
Halfett	Wendy
Hamer	Duane
Hamilton	Clarence
Hamilton	John
Hamilton	Nathaniel
Hamiltonwinbush	Vincent
Hamm	Ronald
Hammond	Arnez
Hammonds	Robin
Hampton	Richard
Haney	Lee
Hankins	Vernice
Hannah	James
Hannah	Strody
Hannah-Johnson	Allison
Hardaway	Raymond
Hardaway	Willie
Harden	Alcenius
Harden	Laverne
Hardmon	Harold
Harduar	Patrice
Hardy	David
Hardy	Sylvia
Harmon	Eva
Harper	Jacqueline
Harrell	Rosa
Harriell	Auray
Harrigan	Eautha
Harris	Charles
Harris	Dominic
Harris	Dwayne
Harris	Gary

Last Name	First Name
Harris	Gilbert
Harris	Justin
Harris	L
Harris	Maxine
Harris	Michael
Harris	Michael
Harris	Roderick
Harris	Taheshia
Harris	Vera
Harris	William
Harris	William
Harris-Harvey	Cecelia
Harrison	Christopher
Harrison	Donald
Harrison	Eric
Harrison	Jason
Harrison	Walter
Harrison	Willie
Hart	Carolyn
Hart	Mildred
Harvey	Elmira
Harvey	Franklin
Harvey	Glen
Harvey	Thomas
Harvey	Willie
Hatcher	Steven
Hawkins	Jeraline
Hawkins	Tina
Hawkins	William
Hawthorne	James
Hawthorne	Jeffrey
Haye	Shirleyanne
Hayes	Joseph
Hayes	Keith
Hayes	Martha
Hayes	Samuel
Hayes	Willie
Hayes	Willie
Haygood	Sylvia
Haynes	Ervin
Haynes	Nicoyan
Haynes	Willie
Haywood	Gwendolyn
Haywood	Ronald
Heard	Irvin
Heard	Loretta
Heard	Wanda
Heath	Helen
Hedman	Leslie
Hemmings	Lexford
Henderson	Arthur

Last Name	First Name
Henderson	Catheleen
Henderson	Mary
Henderson	Michelle
Henderson	Robert
Hendricks	Richard
Hendricks	Susie
Hendrix	Edward
Hendrix-Marshal	Linda
Henry	Darnell
Henry	Elaine
Henry	Georgie
Henry	Roslynd
Henton	Dolphus
Herbert	Nora
Hernandez	Robert
Herriott	Linda
Heyliger	Antonio
Hicks	Clarence
Hicks	Keith
Hicks	Marietta
Hicks	Michael
High	Lakisha
Hill	Andre
Hill	Barbara
Hill	Brian
Hill	Diquan
Hill	Franklin
Hill	Jerome
Hill	Kevin
Hill	Lillian
Hill	Marcus
Hill	Robin
Hill	Ryan
Hill	Thomas
Hill	Vivian
Hill	W
Hill	Yolonda
Hilliard	Leonard
Hills-Hagins	Rachael
Hill-Williams	Cheryl
Hines	Alida
Hinton	Dedric
Hobbs	Genorval
Hobbs	Jennifer
Hobbs	Willie
Hobgood	Thomas
Hobson	Kamia
Hodge	Leon
Hodge	Richard
Hodge	Stephon
Holland	Jerome

Last Name	First Name
Holley	John
Holmes	Angela
Holmes	Charles
Holmes	Laurie
Holmes	Stanley
Holt	Henry
Holt	Ity
Hood	Timothy
Hooker	Katie
Hopson	Bobby
Hopson	Robert
Horton	George
Hoston	Erike
Houchins	Willa
Hough	Dennis
Houston	Fatina
Houston	Terell
Houston	Toni
Howard	Hulando
Howard	Jannie
Howard	Nathaniel
Howard	Rosenda
Howard	Willie
Howell	James
Hudgeon	James
Hudnell	Deborah
Hudson	Kenneth
Hudson	Sarah
Huey	Ronald
Huffman	Ronald
Hughes	Jesse
Hunt	Patricia
Hunter	Dathan
Hunter	Floria
Hunter	Georgia
Hunter	James
Hunter	Jeaneen
Hunter	Jesse
Hunter	Joshawal
Hunter	Lamont
Hunter	Leon
Hunter	Pamela
Hunter	Samuel
Huntley	Ramona
Hurley	Anderson
Hurley	Fred
Hurley	Fred
Hurst	Daphne
Hurst	Donna
Hurt	Rosa
Hyman	Vanessa

Last Name	First Name
Hyrans	Kevin
Ikpeze	Obika
Ince	Carmelita
Ingram	Charles
Irvin	Glen
Irvine	Deidre
Isaac	Kelvin
Jackson	Anthony
Jackson	Audrey
Jackson	Barbara
Jackson	Carolyn
Jackson	Christine
Jackson	Doris
Jackson	Edgar
Jackson	Eula
Jackson	Fivvian
Jackson	Garnett
Jackson	Gracie
Jackson	Leroy
Jackson	Levi
Jackson	Louis
Jackson	Necole
Jackson	Pamela
Jackson	Perry
Jackson	Rickey
Jackson	Robert
Jackson	Robert
Jackson	Rodney
Jackson	Ronald
Jackson	Rosemary
Jackson	Ruth
Jackson	Sherman
Jackson	Steven
Jackson	Tommy
Jackson	Trevor
Jackson	William
Jackson-Jacobs	Amanda
Jacobs	Burchell
James	Bennie
James	Beverly
James	Contina
James	Desmond
James	Edna
James	Kelvin
James	Toni
James	Troy
James	Tyronda
James	Tyrone
Jarrett	Comora
Jarrett	Rory
Jean	Patrick

Last Name	First Name
Jefferson	Alvin
Jeffries	Freddie
Jeffries	Quinton
Jeffries	Thelma
Jemison	Lorene
Jemison	Rico
Jenkins	Harrison
Jenkins	Hersey
Jenkins	Lorne
Jenkins	Rose
Jenkins	Ruth
Jenkins	Terria
Jessie	Algie
Jessie	Calvin
Jessie-Williams	Emma
Jeter	Taihaira
Jeter	Valerie
Jiles	Tony
John	Paul
Johnson	Adrianna
Johnson	Alana
Johnson	Alice
Johnson	Allen
Johnson	Anjanette
Johnson	Bacchus
Johnson	Carleen
Johnson	Chester
Johnson	Clinton
Johnson	Conyus
Johnson	Courtney
Johnson	Darnell
Johnson	Darren
Johnson	Dolores
Johnson	Elijah
Johnson	Eric
Johnson	Erik
Johnson	Ernest
Johnson	Ethel
Johnson	Evelyn
Johnson	Fletcher
Johnson	Frank
Johnson	Frank
Johnson	Freddie
Johnson	Frederick
Johnson	Fredrick
Johnson	Gail
Johnson	Gary
Johnson	George
Johnson	Gregory
Johnson	Gregory
Johnson	Hattie

Last Name	First Name
Johnson	James
Johnson	Jeanette
Johnson	Jerome
Johnson	Jessie Mae
Johnson	Joe
Johnson	John
Johnson	John
Johnson	Johnnie
Johnson	Johnnie
Johnson	Karensee
Johnson	Kenneth
Johnson	Larry
Johnson	Laryssa
Johnson	Lela
Johnson	Lenier
Johnson	Leonard
Johnson	Leroy
Johnson	Linda
Johnson	Linda
Johnson	Lindon
Johnson	Lorraine
Johnson	Marva
Johnson	Mary
Johnson	Melvin
Johnson	Michael
Johnson	Michael
Johnson	Otha
Johnson	Otis
Johnson	Patricia
Johnson	Patricia
Johnson	Reginald
Johnson	Sam
Johnson	Samuel
Johnson	Thomas
Johnson	Tony
Johnson	Walter
Johnson	Wayne
Johnson	Willie
Joiner	Curtis
Jolly	Gary
Jones	Alana
Jones	Alanda
Jones	Carol
Jones	Carolyn
Jones	Charles
Jones	Charles
Jones	Clarence
Jones	Cora
Jones	Curtis
Jones	Cynthia
Jones	Dawn

Last Name	First Name
Jones	Demetrius
Jones	Derrick
Jones	Diane
Jones	Edmund
Jones	Elizabeth
Jones	Elvis
Jones	Elwyn
Jones	Glynda
Jones	Janet
Jones	Jarvis
Jones	Jerelyn
Jones	Joseph
Jones	Joseph
Jones	K Ann
Jones	Karen
Jones	Marie
Jones	Marvin
Jones	Melanie
Jones	Michael
Jones	Monica
Jones	Monique
Jones	Oliver
Jones	Paul
Jones	Phillip
Jones	Raymond
Jones	Robert
Jones	Roderick
Jones	Sammy
Jones	Sharian
Jones	Stuart
Jones	Terrance
Jones	Theotis
Jones	Tiffany
Jones	Trellis
Jones	Vaughn
Jones	Waldo
Jones	Willie
Jones	Willis
Jones-Smith	Tamara
Joseph	Garthorne
Joseph	Jacques
Joseph	Tommy
Joseph-Mcwen	Debra
Joyles	Morden
June	Paula
Kaba	Kristen
Kane	Armond
Kapiamba	Mbiya
Kea	Marilyn
Kegler	Jannita
Kegler	Pamela

Last Name	First Name
Kegler	Willie
Kelly	Moses
Kendrick	Mallory
Kennedy	Ayana
Kerr	Winston
Ketterer	Fredick
Ketterer	Samuel
Keyes	Dempsey
Khaleel	Rohan
Kimbrew	Ruth
Kimbrough	James
Kimmins	Elisha
Kinard	Gertrude
Kiner	Johnna
King	Betty
King	Daniel
King	Donnall
King	Kevin
King	Richard
King-Martin	Nicole
Kinkade	Kimberly
Kirk	James
Kirkland	David
Kitt	Abasi
Kitt	Sabrina
Kittelberger	Gary
Knight	Dmitri
Knight	Elizabeth
Knight	Gus
Knight	Jimmy
Knight	Titania
Knotts	Barry
Knowlin	Christopher
Knuckle	Keith
Korokeyi	Solomon
Kumar	Mary
Kyles	Jeffrey
Lampley	Jeannette
Lane	Jeremiah
Lane	Joretta
Lane	Tyrone
Langford	Bryan
Langford	Emanual
Langkans	Brooks
Langley	Denise
Lanier	Loleta
Lanos	Ashley
Lantum	Hoffman
Lark	Larry
Larkin	Angela
Larkin	Garthel

Last Name	First Name
Larkin	Nathaniel
Larkins	Erica
Larkins	Geraldine
Lassiter	Ervin
Laster	Joseph
Latimer	Calvin
Latimer	Joe
Latson	Marcus
Lauture	Emmanuel
Lawhorn	Edward
Lawhorn	Harold
Lawhorn	James
Lawhorn	Tyrone
Lawhorn	Tyrone
Lawrence	Gregory
Lawrence	Joan
Lawrence-Waters	Myrna
Lawson	Gwendolyn
Lawson	Lloyd
Lawson	Sheryl
Lawson-Watson	Gladys
Lay	Wesley
Leach	Pandora
Leach	Randy
Leach	Tia
Leak	Sirrone
Leath	Kimberly
Leavell-Smith	Deborah
Lee	Allen
Lee	Wanda
Lee-Simmons	Margaret
Leflore	Keith
Leflore	Shellie
Leflore	Thema
Legette	Larry
Lennon	Daisy
Leonard	Lashandra
Leslie	Jerald
Lester	Lubertha
Lester	Marty
Lesure	Douglas
Letang	Sybille
Lewis	Aston
Lewis	Dawn
Lewis	Fonda
Lewis	Geraldine
Lewis	Gregory
Lewis	James
Lewis	Jeronica
Lewis	Johnny
Lewis	Karen

Last Name	First Name
Lewis	Kemi
Lewis	Lewis
Lewis	Paula
Lewis	Valerie
Lewis	William
Lewis	William
Leysath	Kevin
Libbett	Vera
Licorish	Garth
Liggins	Derek
Lightbourn	Cislyn
Lightfoot	T
Lightle	Charles
Lightle	Leverne
Ligon	Benjamin
Ligon	Benjamin
Ligon	Hattie
Likely	William
Lilley	Patrick
Linton	Dennis
Linton	Tera
Lise	Sherri
Little	Gerard
Little	Milton
Littleton	Randolph
Lively	Sarah
Livingston	Sherry
Lobritto	Stephanie
Lockett	Garland
Lockett	Kenneth
Lockett	Lyman
Lofton	Alvin
Lofton	Denise
Lofton	Peggy
Lofton	Thomas
Logan	Eric
Logan	Erica
Logan	Harold
Logan	Jeanine
Lomb	Kathryn
Lomnick	Jacqueline
Long	Clarence
Lorenzo	Bessie
Lott	Jerry
Love	David
Love	Latanya
Love	Patricia
Love	Rozie
Love	Warner
Lovejoy	Frank
Lovejoy-Harris	Carolyn

Last Name	First Name
Lovett	Charles
Lovett	Dweldon
Lovett	Narada
Lowe	Alfred
Lucas	David
Lucas	Frederick
Lucas	Khem
Lucas	Mary
Lucas-Velazquez	Francine
Lucien	Christine
Luellen	Janet
Lyman	Rebecca
Lynch	Sebert
Lyons	Franklin
Lyons	Mark
Macarthy	Philip
Mack	Clyde
Mack	Devin
Mack	Joseph
Mack	Mary
Mack	Roderick
Macon	Fred
Madden	Eleanor
Maddox	Shawn
Maddox	Stephanie
Maddox	Tameka
Magee	Catherine
Magnolia	Sharon
Major	Wilbert
Majors	Eldred
Majors	John
Majors	Larry
Makonnen	Salome
Malcolm	Audry
Malcolm	Carl
Malimabe	Matile
Manley	Cassandra
Manley	Kenneth
Manley	Ruth
Mann	Ronnie
Mann	Susan
Mann	Thomas
Manning	Michael
Manns	Deborah
Manuel	Dorothy
Mark	Levar
Marshall	April
Marshall	Charles
Marshall	Craig
Marshall	Marie
Marshall	Melvin

Last Name	First Name
Marshall	Ricky
Martin	Earnest
Martin	Jennifer
Martin	Jerry
Martin	Norman
Martin	Sereena
Martin-Manns	Nadine
Mason	Melvin
Mason	Reginald
Mason	Tony
Mathis	Barbara
Mathis	Chester
Mathis	Eddie
Mathis	James
Mathis	Ronald
Matthews	Alex
Matthews	Darrel
Matthews	Norman
Maurice	Miracle
May	Melvin
Maye	Louis
Mayes	Debraca
Mayes	Takia
Mcabrew	Anthony
Mccadney	Curt
Mccadney	Serita
Mccadney	Yvonne
Mccall	Gloria
Mccall	Shawn
Mccauley	Cynthia
Mccauley	Ti Ona
Mcclain	Regina
Mcclary	Catherine
Mcclary	David
Mcclary	Letha
Mcclary	Lynn
Mcclary	Terrance
Mcclemmon	Darryl
Mcclendon	Diane
Mccloud	Arthur
Mccloud	Hazelene
Mccloud	Lee
Mccollough	Michelle
Mccoullum	Francis
Mccown	Claudet
Mccoy	Roy
Mccoy	Teresa
Mccoy	Trelawney
Mccray	John
Mccray	Joseph
Mccrea	Thomas

Last Name	First Name
Mccullough	Amos
Mccullough	Blease
Mccullough	Hershann
Mccullough	John
Mccullough	Levester
Mccullough	Patricia
Mccullough	Roy
Mccullough	Shirley
Mccullough	Tracy
Mcdaniel	Delois
Mcdaniel	Demitri
Mcdaniel	James
Mcdonald	Ike
Mcelroye	Todd
Mcfadden	John
Mcfadden	Kenneth
Mcfadden	Lizzie
Mcfadden	Ron
Mcfadden	Ticey
Mcfadden	Willie
Mcfarland	Oscar
Mcfarland	Samuel
Mcfollins	Allen
Mcghee	Cynthia
Mcgill	Annie
Mcgill	Denise
Mcgill	Eric
Mcgill	Furman
Mcgill	Karen
Mcgowan	Myrtis
Mcgrady	Debra
Mckee	Donna
Mckenzie	Clinton
Mckenzie	Kenneth
Mckinley	Marlene
Mckinney	Alleson
Mckinney	Barbara
Mckinney	Dennis
Mckinney	Joseph
Mckissic	Leah
Mcknight	Edward
Mcknight	Eric
Mcknight	James
Mcknight	Laura
Mcknight	Robert
Mclaren	Mark
Mcleod	Nathaniel
Mcmath	Harrison
Mcmillan	Earl
Mcmillian	David
Mcmillon	Kim

Last Name	First Name
Mcnaair	James
Mcnaair	Theotis
Mcphatter	Elliot
Mcray	Huey
Medina	Isabel
Medley	Algie
Medlock	Casseophia
Medlock	Obadiah
Medlock	Roland
Menefield	Cleo
Mercer	Prince
Meredith	Denise
Merriam	Fonati
Merriam	Phil
Merrida	Richard
Merritt	Ira
Merritt-Brooks	Linda
Mewborn	David
Mikell	Deborah
Miles	Annie
Miles	Dorothy
Miles	Dwight
Miles	Ethel
Miles	Gladys
Miller	Bernadine
Miller	Bette
Miller	Charles
Miller	Delores
Miller	Elizabeth
Miller	Emaul
Miller	Emma
Miller	Ervin
Miller	Joann
Miller	Larry
Miller	Leonard
Miller	Maranda
Miller	Mary
Miller	Michael
Miller	Rufus
Miller	Tanya
Miller	Tory
Miller	Walter
Miller-Floyd	Vanessa
Mills	Flora
Mills	Sonja
Milton	Harriett
Milton	Linda
Mincey	Laura
Misere	Marie
Misere	Milio
Mitchell	Jennifer

Last Name	First Name
Mitchell	Kathryn
Mitchell	Latina
Mitchell	Lodessa
Mitchell	Martha
Mitchell	Rita
Mitchell	Veronica
M-Johnson	Tasia
Mobley	Ben
Mobley	Catherine
Mobley	Maria
Molaire	Alexandra
Molaire	Michel
Molaire	Tulienne
Monds	Joanne
Monroe	Alonda
Monroe	Deloris
Monroe	Pallie
Montague	Colin
Montford	Mollie
Montford	Ronnie
Montgomery	Pamela
Montgomery	Robert
Moody	Beverly
Moore	Alethia
Moore	Amber
Moore	Bettie
Moore	Curtis
Moore	Eric
Moore	Fanita
Moore	Florine
Moore	Frank
Moore	Harold
Moore	Irene
Moore	Janet
Moore	Jeffery
Moore	Kathleen
Moore	Kevin
Moore	Linda
Moore	Patricia
Moore	Teiah
Moore	Tina
Moore	Zuri
Moorehead	Brent
Moorehead	Daryl
Moorehead	Erla
Morgan	Charles
Morgan	Goya
Morgan	James
Morris	Anthony
Morris	Cassandra
Morris	Emma

Last Name	First Name
Morris	James
Morris	James
Morris	Lucille
Morris	Vernon
Morris	William
Morrison	Carrie
Morrison	Emma
Morrison	Eric
Morrison	James
Morrison	Susan
Morrison	Vanessa
Mosely	Betty
Moses	Lynn
Mosley	Kenneth
Mosley	Linda
Mosley	Robert
Mosley	Shirley
Moss	Robert
Moss	Robin
Mostiller	Dennis
Moton	Anya
Moultre	David
Moultre	Nancy
Mouzon	Ronald
Moxley	William
Moyd	Margaret
Muhammad	Rasheed
Muhammad	Rashid
Muir	Maurice
Muldrow	John
Mullings	Olive
Mullins	Melinda
Murphy	Jake
Murphy	Marcus
Murphy	Maude
Murphy	Robert
Murphy	T
Murray	John
Mwangi	Anthony
Myers	Rosemary
Myers	Terry
Myricks	Melvin
Myricks-Crawfor	Sheila
Nash	Angela
Nash	Lee
Nathan	Carlton
Nathan	Patricia
Neal	Diane
Neal	Evelyn
Neal	Marvin
Neal	Shirley

Last Name	First Name
Neil	Leslie
Nelson	Carl
Nelson	Derrick
Nelson	Diane
Nelson	Donovan
Nelson	Dorreean
Nelson	Howard
Nelson	James
Nelson	Juanita
Nelson	Odester
Nelson	Parnell
Nelson	Patricia
Nelson	Shawne
Nelson	Winston
Nero	Patricia
Nesmith	Anthony
Nesmith	Bobby
Nesmith	Jannie
Nesmith	Jeremiah
Nesmith	Maggie
Nesmith	Michael
Nesmith	Troy
Neufville	Dianne
Newport	Vivian
Newsome	Sheila
Newson	Dolphus
Newton	Timothy
Nichols	Robert
Nichols	William
Nisbeth	Allan
Nix	Blanche
Nnorom	Margaret
Noble	Rosa
Norman	Michael
Norris	Robert
Norris	Ronald
Norton	Kenneth
Nunnally	Tracy
Nwadiogbu	Chineze
Nwugwo	Boniface
Nyanplu	Augustine
Oakley	Colin
Obasi	Patrick
Obiomon	Samuel
Odita	Clement
Odum	Charles
Odunfa	Olumuyiwa
Oglesby	Judy
Omafuaire	Moses
Omally	Hubert
Omeally	Lloyd

Last Name	First Name
Oneil	Frank
Oquendo	Denise
Orr	Dexter
Orridge	Andrea
Osborne	D
Osborne	Frances
Osbourne	Charlton
Osodo	Dominique
Overton	Laurence
Owens	Fanny
Owens	Kimberly
Oxendine	Frances
Ozdaglar	Carol
Page	Lloyd
Paige	Eddie
Paige	Joseph
Paige	Tellis
Palmer	Deborah
Pardner	Gregory
Parham	F
Paris	Brandon
Paris	Christine
Parker	Angela
Parker	Charles
Parker	Patricia
Parker	Peggy
Parker	Terrell
Parker	Terry
Parks	Randolph
Parmer	Sherita
Parris	Betty
Parrish	Allen
Partee	Lisa
Pascoe	Alfred
Pate	Latroy
Patmon	Sharon
Patmon	Willie
Patricio	Gregory
Patten	Karla
Patterson	Charlene
Patterson	Charles
Patterson	Henry
Patterson	James
Patterson	Jerry
Patterson	John
Patterson	Miriam
Patterson	Ora
Patterson	Sherlonda
Patterson	Wilhelmina
Patterson	Willie
Payne	Erica

Last Name	First Name
Payne	Gregory
Payne	Harry
Payne	Hazel
Payne	Tyrell
Payton	David
Peace-Long	Rosa
Pearson	Francoise
Pearson	Rose
Peatross-Wilson	Marcia
Peay	John
Pelt	Brenda
Pendleton	Silas
Peoples	Jeffery
Perdue	Coleman
Perez	Jorge
Perkins	Leonard
Perkins	Virginia
Perry	Dewann
Perry	Dianne
Perry	Rochelle
Perry	Rodney
Perry	Wanda
Peters	Emmett
Peters	Patricia
Peterson	Craig
Peterson	Curtis
Peterson	Garry
Peterson	Keion
Pettway	Joyce
Peyton-Taylor	Drusilla
Phelps	Keith
Phillips	Desmond
Phillips	Nicole
Phillips	Norma
Phillips	Roderick
Phipps	Kenyatta
Phipps-Yawn	Vonzella
Pickett	Annette
Pickett	Frankie
Pickett	Lavern
Pickett	Mary
Pierce	William
Pingel	Paula
Pinkney	Stephanie
Pinkston	Regina
Pipion	Cassandra
Pittman	Shiressa
Pitts	Eddie
Pitts	Johnny
Pitts	Sam
Poindexter	John

Last Name	First Name
Poinsette	Gwendolyn
Poinsette	Louis
Poku	Kofi
Poles	Christopher
Polk	James
Popoola-Olufemi	Olapeju
Porchea	Silas
Portee	Natalie
Porter	Darryl
Porter	Gary
Porter	Robin
Postell	Andrew
Postwaite	William
Pottinger	Noel
Powell	Aquila
Powell	Ellen
Powers	Julian
Prad	Alex
Prad	William
Prescod	Nyron
Prescott	Mary
Preston	Kenneth
Price	Tony
Pride	James
Pringle	Jessie
Pringle	Noralean
Prior	Ella
Pritchett	Robin
Proctor	Delores
Proctor	Dexter
Proctor	Patricia
Prophete	Guerda
Pryce	Monique
Pugh	Gloria
Pugh	Jeffrey
Pursley	Dawna
Quarles	Valerie
Quick	Leroy
Quinn	Deark
Quinn	Donald
Quinn	Douglas
Quinn	Julian
Quinn-Jr	Donald
Raby	Millard
Radford	John
Raines	Lanardus
Rance	Kelly
Randall	April
Randle	Andrea
Randolph	Beverly
Randolph	Shayla

Last Name	First Name
Rankin	Annanesia
Ransome	Don
Rasheed	Aqeel
Rawlings	Kecia
Rawls	Ethel
Rawls	Vincent
Ray	Harold
Raybon	Dennis
Read	Annette
Read	Gloria
Reaves	Carlos
Reaves	Deborah
Reaves	Geraldine
Reaves	Milton
Reaves	Stephen
Rector	Donald
Reddick	Franklin
Redditt	Margaret
Redfield	Sadie
Redmond	Robert
Reed	Perry
Reed	Rex
Reese	Arthur
Reese	Johnnie
Reese	William
Reid	Adrienne
Reid	Beresford
Reid	Derek
Reid	John
Reid	Trevor
Reynolds	Edith
Reynolds	William
Reynoso	Paula
Rhabb	Hampton
Rhodes	Leo
Ricci	Dora
Rice	Bridgette
Rice	Carrie
Richards	Ralph
Richardson	Arthur
Richardson	James
Richardson	Ronald
Ricks	Ellen
Ridley	Glenda
Ridley	Willie
Riggs	Cynthia
Riley	Brenda
Riley	Leon
Riley	Vanessa
Rittmeyer	Ruby
Rivers	Aszie

Last Name	First Name
Rivers	Montgomery
Roberts	Anthony
Roberts	Artville
Roberts	Do-Ries
Roberts	Stanley
Roberts	Stephanie
Robertson	Stacey
Robertson	Sullivan
Robinson	Albert
Robinson	Beanita
Robinson	Bernard
Robinson	Brian
Robinson	Charles
Robinson	Charles
Robinson	Cheryl
Robinson	Cynthia
Robinson	Drucilla
Robinson	Erica
Robinson	Gloria
Robinson	Irene
Robinson	James
Robinson	Jeoffrey
Robinson	John
Robinson	Maggie
Robinson	Paul
Robinson	Rhonda
Robinson	Richard
Robinson	Ronald
Robinson	Rose
Robinson	Tito
Roby	Michael
Rochelle	Jinada
Rockemore	Daria
Rodgers	Anthony
Rodgers	Corry
Rodwell	Michael
Rogers	Edward
Rogers	Kevin
Rogers	Luberta-lola
Rogers	Ralph
Rogers	Trusky
Roker	Theorion
Rolle	Palmire
Roquemore	Charles
Roscoe	Vivian
Rose	Edward
Rosier	Robin
Rosier	Teresita
Ross	Rosa
Rouchon	Jean-Claude
Rouse	Virgie

Last Name	First Name
Rousseau	Cordel
Rowell	Cynthia
Royster	Tommie
Rucker	Darryl
Rucker	Kimberly
Ruffin	Milton
Ruffin	Milton
Ruise	Doretha
Ruiz	Luis
Rump	Namon
Russell	Carbert
Russell	Sylveira
Russell	Valerie
Russell	William
Rutland	Clinton
Rutland	Shontaye
Rutledge	Lee
Rutley	Dwight
Rutley	Shondrell
Sackey	Kim
Saint-Joy	Lussene
Salone	Ricky
Salter	Richard
Salters	Elijah
Samuel	Andre
Samuels	Lamar
Sancho	Chervante
Sanders	Frank
Sanders	Isaac
Sanders	Luther
Sanders	Reginald
Sanford	James
Sanford	Theodore
Santiago-Adams	Christopher
Sartor	Kenneth
Saulsbury	Bernard
Saxton	Anthony
Scarborough	Alvenia
Scott	Alexander
Scott	Angela
Scott	Angela
Scott	Annette
Scott	Cecil
Scott	Cecil
Scott	Christina
Scott	Claudius
Scott	David
Scott	Delores
Scott	Earline
Scott	Eunice
Scott	George

Last Name	First Name
Scott	Julia
Scott	Karen
Scott	Kenneth
Scott	Louise
Scott	Maria
Scott	Marvin
Scott	Melvin
Scott	Randolph
Scott	Raymond
Scott	Walette
Scurry	Milton
Sealey	Julisa
Sealy	Annie
Sealy	Colis
Sealy	Guinevere
Sealy	Trevor
Seawright	Kelvin
Seay	Darrow
Sebastien	Cassandre
Sepulveda	Carmen
Sermons	Thomas
Sesler	William
Session	Aretha
Session	Boris
Session	Roberta
Setegn	Eshetu
Settles	Desadeen
Sewell	Everton
Shade	Daniel
Shaw	Charles
Shaw	Joey
Shaw	Stephen
Shaw-Elliott	Mattieree
Shears	Harold
Sheffa	Annie
Sheffield	Aubrey
Sheffield	James
Shelwood	Daryl
Shepard	Shannon
Shepherd	Jacqueline
Shepherd	Mark
Sheppard	Debra
Sheppard	Esther
Sheppard	Marcus
Sheppard	Nathaniel
Sherman	Tavares
Sherrill	Jana
Sherrill	Reginald
Shields	James
Shine	Ora
Shine	Paul

Last Name	First Name
Shipp	Lorraine
Shirley	Ronald
Short	Jeffrey
Sibley	Johnny
Sibley	Tynisah
Sider	John
Sigler	Brian
Sigler	Ida
Silas	Robert
Simmonds	Cuthbert
Simmons	Avery
Simmons	Camille
Simmons	Carlos
Simmons	Henry
Simmons	Henry
Simmons	Jimmie
Simmons	Joann
Simmons	Timothy
Simms	Beatrice
Simms	Dorothy
Simms	Jerome
Simonetti	Loretha
Simpkins	Clarence
Simpson	Deryck
Simpson	Mark
Simpson	Patrick
Simpson	Sherman
Simpson	Stephen
Sims	Fallon
Sims	Jerome
Sims	Mary
Sims	Ronald
Sims	Shawn
Singletary	Larry
Singletary	Olin
Singleton	Maurice
Singleton	Warren
Sinkler	Carrie
Sinkler	Latasha
Sizer	Richard
Skrine	Earl
Slater	Billy
Slater	Dwight
Slaughter	Gary
Sloan	Donna
Sloan	Lucile
Sloan	Sherard
Small	Joseph
Smalley	Marshall
Smiley	Erma
Smiley-Lamar	Sonja

Last Name	First Name
Smith	Aaron
Smith	Albert
Smith	Alberta
Smith	Alphonso
Smith	Bernice
Smith	Bessie
Smith	Bryon
Smith	Caprice
Smith	Carolyn
Smith	Charles
Smith	Cornell
Smith	Curtis
Smith	Darnell
Smith	Debbie
Smith	Dianna
Smith	Donna
Smith	Douglas
Smith	E
Smith	Eddie
Smith	Edward
Smith	Ella
Smith	Elnora
Smith	Emmanuel
Smith	Ernest
Smith	Ernest
Smith	Frank
Smith	Herman
Smith	James
Smith	James
Smith	James
Smith	Jamian
Smith	Jesse
Smith	Joann
Smith	Joanne
Smith	John
Smith	John
Smith	Joy
Smith	Julian
Smith	Kelvin
Smith	Larry
Smith	Lawyer
Smith	Linda
Smith	Mary
Smith	Mary
Smith	Melvin
Smith	Michael
Smith	Michelle
Smith	Mickiel
Smith	Mildred
Smith	Priscilla
Smith	Robert

Last Name	First Name
Smith	Rodney
Smith	Sennie
Smith	Shawn
Smith	T
Smith	Toi
Smith	Tremayne
Smith	Victor
Smith	Virgel
Smith	Wendell
Smith	William
Smith	Willie
Smith	Willie
Smith	Yolanda
Smithers	Cheryl
Smithers	Kelli
Smithers	Melvin
Snead	Gloria
Sneed	Emma
Sneed	Marvin
Sneed	Sherri
Snowden	Cynthia
Snowden	Wallace
Snyder	William
Soles	Norma
Solomon	James
Southerland	George
Sowell	Quinton
Spall	Raymond
Sparks	Vivian
Spears	Leonard
Spears	Nathan
Speed	Nikia
Spencer	Michael
Spencer	Thelma
Spencer	Woodrow
Spitz	Vanessa
Springer	Wendy
Squires	Kerwin
Stallworth	Nicole
Stamps	Altamease
Stanley	Aaronda
Stanley	David
Stanley	Robert
Starkes	Shawn
Starks	Ira
Starks	Keisha
Starks	Patricia
Steed	Terry
Steele	Holly
Steele-Nesmith	Tawaunda
Stenson	Sandra

Last Name	First Name
Stephens	Brenda
Stepney	Harold
Sterling	Seymour
Stevens	Jackie
Stevens	Marvin
Stevens	Mattie
Stevens	Rickey
Stevens	Sammie
Stewart	Carl
Stewart	Gloria
Stewart	Ivery
Stewart	Jerry
Stewart	Malcolm
Stewart	Monica
Stewart	Patricia
Stewart	Questena
Stewart	Reginald
Stewart	William
Stewart	Willie
Stlouis	Joshua
Stock	Tamera
Stockman	Demress
Stokes	Andre
Stokes	Michael
Stone	Benjamin
Stoudemire-Jr	James
Straughter	Cleveland
Straughter	Cynthia
Straughter	Donna
Straughter	Stanley
Straughter	Stanley
Strong	Edyth
Strother	Woodson
Stroud	Vincent
Stubbs	Brian
Stuckey	Juanita
Stukes	Shirley
Sturdivant	Mattie
Suber	Michael
Suggs	Lionel
Sullivan	Dennis
Sullivan	Elizabeth
Sullivan	Mercedes
Summerville	Jeffrey
Sutton	Dorothy
Sutton	Harriet
Sutton	Lisa
Sutton	Mattie
Sutton	Wilmer
Swann	Gershun
Swann	Terry

Last Name	First Name
Sweeney	Mary
Swinson	Ronald
Swoope	Richard
Sylar	Vernice
Sylvester	James
Tabor	Eloise
Tadal	Rene
Taft	Sandra
Taggart	Glenn
Tanksley	Willette
Tate	Annie
Tate	Steve
Tatum	Tomia
Taylor	Alan
Taylor	Bonnie
Taylor	Carolyn
Taylor	Charles
Taylor	Damian
Taylor	Fabian
Taylor	Fanecha
Taylor	Frederick
Taylor	Henry
Taylor	James
Taylor	Paul
Taylor	Ross
Taylor-Lathen	Joanna
Teague	Gwenevere
Teague	Zedric
Tecleab	Adal
Tedla	Tsegay
Tejan	Mohamed
Terrell	Gregory
Terry	Carol
Terry	Delores
Terry	Glendale
Theus	Carole
Thom	Norma
Thomas	Alice
Thomas	Betty
Thomas	Brenda
Thomas	Cecelia
Thomas	Denise
Thomas	Derrick
Thomas	Dorothy
Thomas	Elaine
Thomas	Ernel
Thomas	Gregorio
Thomas	Gregory
Thomas	Grover
Thomas	Henriann
Thomas	James

Last Name	First Name
Thomas	James
Thomas	Jimmy
Thomas	Joseph
Thomas	Kale
Thomas	Marc
Thomas	Margaret
Thomas	Marie
Thomas	Mark
Thomas	Michael
Thomas	Nija
Thomas	Passion
Thomas	Renate
Thomas	Rick
Thomas	Ricky
Thomas	Rosa
Thomas	Rosetta
Thomas	Sharon
Thomas	Shirley
Thomas	Stacey
Thomas	Sylvester
Thomas	Tammy
Thomas	Theo
Thomas	Tier
Thomas	Tracey
Thomas	Ursula
Thomas	Vivian
Thomas	Willie
Thompson	Arienton
Thompson	Charles
Thompson	Clarence
Thompson	Debra
Thompson	Gary
Thompson	Greselda
Thompson	Kevin
Thompson	Kristyanne
Thompson	Leroy
Thompson	Orlean
Thompson	Paul
Thompson	Renee
Thompson	Robert
Thompson	Samuel
Thompson	Stephen
Thompson	Taneika
Thompson	Trevor
Thompson	Willie
Thompson	Willie
Thornton	Charles
Thornton	Elizabeth
Thrower	Jesse
Tillard	Harriet
Tillard	Robert

Last Name	First Name
Tiller	Earnest
Tillman	William
Times	Rubie
Tinch	Peggy
Tisdale	Debra
Tisdale	Deloris
Tisdale	Ernest
Tisdale	Harry
Tisdale	Manson
Tisdale	Virginia
Tisdale	William
Tisdell	Paul
Tissera	Jayasekara
Titus	Gwendolyn
Tomlin	James
Toney	Wayde
Tookes	Willie
Toole	Algernon
Townsend	Diana
Townsend	Ensley
Toyer	Donald
Tramel	Emma
Tramel	Tywan
Trammell	James
Travis	Brian
Travis	Kevin
Trott	Gloria
Truesdale	Harriet
Tryels	Calvin
Tryels	Renee
Tubbs	Mary
Tucker	Fletcher
Tucker	Ivann
Tucker	Levester
Tucker	Phyllis
Tucker	Regina
Tucker	Steven
Tucker	Tracy
Tuckett	Ali
Turner	Barbara
Turner	Bobby
Turner	Henry
Turner	Isaiah
Turner	Lucy
Turner	Macarthur
Turner	Mattie
Turner	Mildred
Turner	Myrtle
Turner	Nathan
Turner	Valerie
Turner-Sr	Larry

Last Name	First Name
Turnipseed	Gary
Twyman	Ella
Tyler	Dennis
Tyler	Kevin
Tyler	Sabrina
Tyson-Johnson	Althea
Umoh	Joseph
Upshaw	Eugene
Urquhart	Gabrielle
Ussery	Floyd
Uter	William
Vallot	Ronald
Vance	Calvin
Vanderberg	Irving
Vanhoose	Fancy
Vanier	Noel
Vannoy	Anthony
Vansprewenburg	Brett
Varnado	Keith
Vaughn	Michael
Ventus	Sidney
Vernon	Curtis
Vickers	David
Vines	Sonia
Vining	Sheila
Vollmar	Barbara
Wade	Stephanie
Wainwright	Paul
Walker	Adolphus
Walker	Alvin
Walker	Barbara
Walker	Carolyn
Walker	Cornell
Walker	Darral
Walker	David
Walker	Deborah
Walker	Earl
Walker	Essie
Walker	Gerald
Walker	Gregory
Walker	James
Walker	Korine
Walker	Linda
Walker	Lois
Walker	Milton
Walker	Russell
Walker	Syreeta
Walker	Vielka
Walker	Weldon
Walker-Kaiyum	Leslie
Walker-Stuppy	Stephanie

Last Name	First Name
Wallace	Benjamin
Wallace	Roderick
Wallace	Susan
Walters	Daniel
Walters	Mathew
Walton	Hunter
Ward	Alfonzio
Ward	Cory
Ward	Reginald
Ward-Tucker	Deborah
Ware	Joseph
Ware	Vickie
Warfield	Deborah
Warnick	Dorothy
Warr-Bayonne	Nancy
Warren	Antoinette
Warren	David
Warren	Eddie
Warren	Loretta
Warren	Victoria
Washby	Louise
Washington	Alice
Washington	Allen
Washington	Arthur
Washington	Christopher
Washington	Cornelia
Washington	Emily
Washington	Frankie
Washington	Gwendolyn
Washington	Henry
Washington	Jackson
Washington	Jacqueline
Washington	Johnny
Washington	Larry
Washington	Lillie
Washington	Lucille
Washington	Mary
Washington	Richard
Washington	Roosevelt
Washington	Shawntay
Washington	Stephanie
Washington	William
Washington	William
Waters	Diane
Waters	Tamika
Waters	Willie
Watkins	James
Waver	Maurice
Weaver	Iris
Weaver	Willie
Webb	Grant

Last Name	First Name
Webb	Linette
Webb	Shirley
Welch	Albert
Welcher	Roy
Wellborn	Marshall
Wells	Gregory
Wells	James
Wells	Lisa
Wells	Moffett
Wells-Sheppard	Mary
West	Sammie
West	Samuel
White	Adrian
White	Andrew
White	Anthony
White	Carolyn
White	Cassandra
White	Constance
White	Curt
White	Darlene
White	David
White	Donald
White	Elizabeth
White	Fred
White	Freddie
White	Godfrey
White	Howard
White	John
White	Keisha
White	Lance
White	Marvin
White	Orrett
White	Phillip
White	Ronald
White	Vera
Whitehead	Carl
Whitfield	Norva
Whitley	Bobb
Whitlow	Nathaniel
Whitt	David
Whitt	Thomas
Wiggins	John
Wiggins	Roxie
Wilbern	David
Wilburn	Juanita
Wilburn	Ryan
Wiley	Clayton
Wiley	W
Wilkes	Tekee
Wilkinson	Stephen
Williams	Annie

Last Name	First Name
Williams	Burkett
Williams	Cassandra
Williams	Clarence
Williams	Cristal
Williams	Cynthia
Williams	Daryl
Williams	Dauphine
Williams	Deloris
Williams	Diana
Williams	Donald
Williams	Earnest
Williams	Edna
Williams	Eleanor
Williams	Freddie
Williams	Gary
Williams	Gary
Williams	Gina
Williams	Glenn
Williams	Grace
Williams	Helen
Williams	Hollie
Williams	James
Williams	James
Williams	Jeanie
Williams	Jeff
Williams	Jonathan
Williams	Kevin
Williams	Kimberly
Williams	Lanicia
Williams	Larry
Williams	Larry
Williams	Larry
Williams	Lawrence
Williams	Leith
Williams	Leon
Williams	Lisa
Williams	Lynn
Williams	Marilyn
Williams	Mark
Williams	Marlon
Williams	Marsell
Williams	Mary
Williams	Mary
Williams	Michael
Williams	Michael
Williams	Rhoda
Williams	Richard
Williams	Robert
Williams	Ronnie
Williams	Ronnie
Williams	Ronnie

Last Name	First Name
Williams	Samuel
Williams	Sonya
Williams	Tammara
Williams	Tenessa
Williams	Teresa
Williams	Todd
Williams	Toni
Williams	Walter
Williams	William
Williams-Turner	Donna
Willis	Angela
Willis	Douglas
Willis	Gloria
Willis	Veronda
Willoughby	Leatha
Wilridge	James
Wilson	Andreil
Wilson	Carolyn
Wilson	Cathy
Wilson	Clifford
Wilson	Darrick
Wilson	Edward
Wilson	Frank
Wilson	Isaac
Wilson	Jeffrey
Wilson	Jeffrey
Wilson	Jerome
Wilson	Joyce
Wilson	Kathleen
Wilson	Kim
Wilson	Lloyd
Wilson	Matthew
Wilson	Michelle
Wilson	Monique
Wilson	Rodger
Wilson	Ronald
Wilson	Rose
Wilson	Ruth
Wilson	Steven
Wilson	Vera
Wilson	William
Wilson	Woodrow
Wilson-Boyd	Mamie
Winbush	Oscar
Winfield	Renato
Winfrey	Tommy
Wingo	Leandrew
Winston	Darrell
Winters	Brenda
Wirmum	Edwin
Wisdom	Clifton

Last Name	First Name
Wise	Mary
Witherspoon	Charles
Witherspoon	Jay
Witherspoon	Rebecca
Wolfe	Herbert
Womack	Jonathan
Wood	Raymond
Woodham	Hyser
Woodie	Russell
Woods	Charles
Woods	Gwendolyn
Woods	Norris
Wooten	Gilda
Worth	Laverne
Worth	Otha
Worth	Timothy
Worthy	Darryl
Wright	Chazet
Wright	Christine
Wright	Cleo
Wright	Gail
Wright	Jack
Wright	James
Wright	Jimmy
Wright	John
Wright	Kanika
Wright	Kenneth
Wright	Kenneth
Wright	Laura
Wright	Margaret
Wright	Myla
Wright	Nathaniel
Wright	Recia
Wright	Samuel
Wright	Samuel
Wright	Seante
Wright	Shundra
Wright	Terence
Wyatt	Danny
Wyatt	Mildred
Wyatt	Myla
Wyatt	Sandra
Wynn	Helen
Wynn	Marilyn
Wynn	Terrance
Wynn	Trent
Yancey	Johnny
Yandila	Simon
Yarn	Michael
Yawn	Lonnie
Yeboah	Samuel

Last Name	First Name
Yelder	Betty
Youmans	Marietta
Young	Allen
Young	Craig
Young	Frederick
Young	Jayson
Young	Kendra
Young	Michael
Young	Okeler
Young	Ronald
Young	Tracee
Zieger	Megan

EXHIBIT B

NUMBER	NAMES
1	Adams, Gloria
2	Adams, Ruth
3	Allison, Gerald
4	Alston Gladys
5	Alston, Monroe
6	Alston, Richard
7	Anderson, Christine
8	Andrew, Bessie
9	Andrews, Shirley
10	Archie, Joseph
11	Arlene, Constance
12	Armstrong, Joseph
13	Armstrong, Mary
14	Ashford, William
15	Austin, Art (deceased)
16	Bailey, Annie
17	Bailey, Edwin
18	Baines. Debrah
19	Baker, Juanita
20	Baker, Toni
21	Baker, Willie-Florida
22	Barber, Denise
23	Barber, Jean
24	Barclay, Starling
25	Barideaux, Delois
26	Barlow, Amanda
27	Barner, Peggie
28	Barnes, Charles
29	Barnes, L.C.
30	Barnes, Shirley A.
31	Barnes, Theree
32	Barnes, Virger
33	Barnet, Robert
34	Barows, Flory
35	Barton, Dora
36	Beaty, Clarence
37	Beaty, Julia
38	Beaty, Marion
39	Bell, Ethel
40	Bell, Joe L.
41	Bell, Maraget
42	Bellomy, Lydo M.
43	Benjamin, Dave
44	Bennett, Inez

45	Bennett, Kenneth
46	Bennett, Stella
47	Bentley, Carletta
48	Bernell, Stella
49	Berrouet, Carolle
50	Beverly, Janice
51	Blackford, George
52	Blackshear, Sheila
53	Blair, Trudy
54	Blake, Raleigh J.
55	Blanding, Patricia
56	Boles, Millie
57	Bonham, Almeater
58	Bonham, J.D.
59	Booker, William
60	Boone, William
61	Bostick, Colean
62	Bovide, Bernie
63	Boykin, Jessie
64	Bradford, Carlo
65	Bradley, Alfreda
66	Bradley, Mattie
67	Bradley, Tenia
68	Brair, Rodney
69	Brewer, Ida
70	Bridges, Ceasar
71	Bridges, Rosa
72	Bridges, Vivian
73	Brinson, Mary
74	Brinson-Moss, Darthenia
75	Brito, Betty
76	Britton, Andre
77	Bromill, Colbert
78	Bronn, Cleveland
79	Brooks, Arthur
80	Brooks, Arthur III
81	Brooks, Olympia
82	Brooks, Rosie
83	Brown, Alpaul
84	Brown, Annabelle
85	Brown, Annie
86	Brown, Augusteen
87	Brown, Bessie
88	Brown, Bobbie
89	Brown, Cleveland Sr.

90	Brown, Harrie
91	Brown, James
92	Brown, Julian
93	Brown, Kenneth
94	Brown, Mary G.
95	Brown, Mattie
96	Brown, Melvin K.
97	Brown, Thelma
98	Brown, Vincent
99	Brown, Willie
100	Broyd, Alberta
101	Brumfield, Brenda
102	Brumfield, Frederick
103	Brunson, Mary
104	Brunson, Peggy
105	Bryant Anna
106	Bryant, Claudua
107	Bryant, Louise
108	Bryant, Melvin
109	Bryant, Rochelle
110	Bryant, Sidney
111	Bryant, William
112	Bryd, Lonnie
113	Buckingham, Stephen
114	Buckner, Valarie
115	Buford, Laura
116	Burden, Blondell
117	Burden, Ossie
118	Burgess, Solomon
119	Burgues, Matheus
120	Burroughs, Myrtle
121	Butler, Julie
122	Butler, Robert
123	Butts, Carolyn
124	Bynoe, Eucline L.
125	Bynoe, Wendy
126	Campbell, Bezzero
127	Campbell, Renford
128	Cardwell Maylene J.
129	Carlos, Mary
130	Carrington, Carolyn
131	Carrington, Evelyne
132	Carrol, Earl
133	Carter, Brenda
134	Carter, Lenora

135	Carter, Melvin
136	Carter, Raymond
137	Carter, Rosie M.
138	Carter, Stephine R.
139	Cathey, Jernoe
140	Cathey, Ruth
141	Chandler, Jimmie
142	Chandler, Rich
143	Charles, Linda
144	Cherry, Tioga
145	Chess, Sam
146	Christian, Charley
147	Cladwell, Jimmie
148	Clancy, Siah
149	Clanton, Cynthia
150	Clarence, Betty
151	Clark, James
152	Clark, Richard
153	Clarke, Deloris
154	Clay, Christine
155	Cliff, Catherine
156	Clifton, Bessie
157	Cobb, Betty
158	Cobb, Joel Jr.
159	Cobb, Jonathan
160	Cobb, Tommmie L.
161	Cohen, Ann
162	Coleman, Hazel
163	Coleman, Marzell
164	Coles, Sharon
165	Coles, Sharon
166	Coley, Carolyn
167	Coley, Narvilla
168	Coloson, Sherie
169	Cooley, Thomas
170	Cooper, Cleo
171	Cooper, Mary
172	Cooper, Mary, Cathrine
173	Cooper, Mose
174	Cosgriff, Mark
175	Covington, Henrietta
176	Cowart, Elizabeth
177	Cox, Lynwood
178	Crendshaw, Patricia
179	Crendshaw, Walter

180	Crimm, James
181	Crosby, Albert
182	Crosby, Brenda
183	Crumpler, Rudy
184	Crumpler, Theodis
185	Cummings, Dilenda
186	Cunningham, Bernnie
187	Cunningham, Geveva
188	Cunningham, Marilyn
189	Cure, Deloris
190	Curry, James
191	Curry, Joseph
192	Curry, Rudine
193	Cyrus, Abraham
194	Cyrus, Lizzie
195	DaFang, Davidson
196	Dagher, Sandra
197	Daniel, Reshunda
198	Daniels, Maggie
199	Danzy, Elbert WN
200	Dauhterty, Callie
201	Davidson T. Watt (deceased)
202	Davidson, Benjamin
203	Davidson, Betty
204	Davidson, Defang
205	Davidson, Esther
206	Davidson, Gwendolyn
207	Davis, Ariel
208	Davis, Courtney
209	Davis, Eddie
210	Davis, Ella lee
211	Davis, Hazel
212	Davis, Kelvin
213	Davis, Lorenzo
214	Davis, Ollie
215	Dawson, Cathy
216	Dawson, Jacqueline
217	Dawson, Linda
218	Daymon, Donald
219	Dearring, Cassandra
220	Deborah, Barnes
221	Delphenha, Shirley
222	Dennis, Jim
223	Dent, Stephanie
224	Dent, Tara D.

225	Dickerson, Charlott
226	Dixon, Josephine
227	Dixon, Roosevelt
228	Doyle, Nathaniel
229	Drains, Thaddeus
230	Drummond, Evelyn
231	Dudley, Debra
232	Dukes, Mary Linda
233	Dunham, Ollie
234	Dunlaf, Elizabeth
235	Dyck, Kevin/Karen (deceased)
236	Edward L. Bettie
237	Edward Willie Mae
238	Ellington, Delories
239	Ellington, Willie
240	Ellis, Altamease
241	Epps, Jacqueline
242	Evans, Gwendolyn
243	Evans, Martha
244	Falls, Beather
245	Fas, Samuel
246	Faulker, Debra
247	Felton, Thomas
248	Fitt, Pressa
249	Fitts, Joann
250	Fitzpatric, Beatrice
251	Flager, Betty
252	Flander, Angelina
253	Flanders, Edna
254	Fletcher, Carolyn
255	Fleth, Mary
256	Florence, Frances
257	Ford, Betty
258	Ford, Jessie
259	Ford, Jimmy
260	Ford, Sarah
261	Forde, Lawrence
262	Fortson, Bennie
263	Fowles, Hazel
264	Franklin, Lillie
265	Franklin, Willie
266	Franks, Larry
267	Frazier, John
268	Fredick, Alberta
269	Freeman, Eugene

270	Freeman, Queen (deceased)
271	Fulmore, Cleo
272	Fulmore, Maudina
273	Gaddis, Linda
274	Gadson, Florie
275	Gadson, James
276	Gainey, Thomas
277	Galye, Mary
278	Garret, William
279	Gartrell, Elizabeth
280	Gatson, Johnetta
281	Gause, Bernard
282	Gause, Carl
283	Gause, William
284	Gayden, Cynthia
285	Gayle, Marjorie
286	Gaynor, Permilary
287	Geard, Thelma
288	Geisendanner, Joyer
289	Gentry, Lillian (Dorsey)
290	Germany, Wilbert
291	Gibson robert
292	Gibson, Barbara
293	Gibson, Gloria
294	Gibson, James (deceased)
295	Gibson, John
296	Gibson, Kahleen
297	Gibson, Leo
298	Gibson, Marquerite
299	Gibson, Mary
300	Gibson, Rankan
301	Gibson, Ranta Shelia
302	Gibson, Robert
303	Giles, Duncan
304	Gilliam, Tonya
305	Gissendanner, Andrew
306	Gissendanner, Joyer
307	Gleason, Linda
308	Glover, Adelia
309	Glover, Joyce
310	Gordon, Janet
311	Graham, John
312	Grandberry, Bessie
313	Granison, Betty
314	Granison, Lisa

315	Grant-Smith, Merian
316	Gray, Lena
317	Gray, Louis
318	Grayson, Shirley
319	Green, Andrea
320	Green, Daisy
321	Green, Ellis
322	Green, Gertrude
323	Green, Jonathan
324	Green, Leroy
325	Green, Manual
326	Green, Mary L.
327	Green, Thaddeus
328	Green, Zettie
329	Greene, Pearl (deceased)
330	Griffin, Lillie
331	Griffin, Patricia
332	Griffin, Sylvester
333	Griffin, Wifred
334	Gunner, Mary
335	Hagina, Josio
336	Hails, Alma
337	Hale, Loretta
338	Hales, William
339	Hall, Brooksie
340	Hall, Dorothy
341	Hamer, Theresa Ann
342	Hamilton, Adline
343	Hamilton, Frank
344	Hamilton, Joyce
345	Hamilton, Lillie
346	Hanks, David
347	Hannah, Strody
348	Harden, LaVerne
349	Harrell, Orilee
350	Harris, Jessie
351	Harris, Ruby
352	Hart, Jake
353	Harvey, Cecelia
354	Harvey, Clinton
355	Harvey, Franklin
356	Hassos, Kieonike
357	Hayes, Martha
358	Haygood, Cochran Phyllis
359	Heard, Thelma

360	Henderson, Arnold
361	Henderson, Bonnie
362	Henderson, Prartt
363	Henderson, Ramona
364	Henry, James
365	Henry, John E.
366	Henry, Mary
367	Herbert, Nora
368	Herring, Mary
369	Hill, Janet
370	Hill, Lillian
371	Hills, Gloria
372	Hillsman, Ruth
373	Holland, William
374	Holley, Carrie L.
375	Holmes, Betty
376	Hood, Tim
377	Hopkins, Dorothy
378	Hopson, Robert
379	Houston, Saconda
380	Howard, Martha
381	Howard, Willie
382	Humphrey, Yvonne
383	Hunt, Ulysses
384	Hunter, Donald
385	Hunter, Doris
386	Ince, Carmelita
387	Irvin, Eloise
388	Ivery, Sherry
389	Jackson, Carolyn
390	Jackson, Emma
391	Jackson, Eugene
392	Jackson, Lini
393	Jackson, Mary H.
394	Jackson, Ruth E.
395	Jackson, Sandy
396	Jackson, Thomas
397	Jackson, Willie
398	Jamerson, Amanda
399	Jamerson, Charles
400	James, Angeline
401	James, Bennie
402	James, Edna
403	James, Jessie L.
404	James, Linda

405	James, Rose
406	Jarrett, James
407	Jaycelyn, Pannell
408	Jeffers, William
409	Jeffries, Matheral
410	Jenkins, Leola
411	Jenning, Maria
412	Johnson, Adrianne
413	Johnson, Anjanette
414	Johnson, Carrie
415	Johnson, Edith
416	Johnson, Gary
417	Johnson, Jaralene
418	Johnson, Walter
419	Jones J. Willa
420	Jones, Alberton
421	Jones, Ben Jr
422	Jones, Carol
423	Jones, Clarence
424	Jones, Cynthia
425	Jones, Eudolphin
426	Jones, Frank
427	Jones, Frederick W.
428	Jones, Jannie
429	Jones, Joanne
430	Jones, Johnnie Mae
431	Jones, Joseph
432	Jones, Karen
433	Jones, Leon
434	Jones, Leonard
435	Jones, Mabel
436	Jones, Michael
437	Jones, Rebecca
438	Jones, Sammie L.
439	Jones, Wendell
440	Joseph, Brendal
441	Key, Thomas
442	Killings, Betty Lou
443	Killings, Henry
444	Killings, Rutha
445	Kinbrough, James
446	Kindred, Necola
447	King, Betty
448	King, Redwin J.
449	King, Richard

450	King, Theresa
451	Kinir, Edwin
452	Kitts, Abasi
453	Knight, Doris
454	Knight, Peggy
455	Knight, William
456	Kovac, Anna
457	Ladd, bernice
458	Lamar, Carl
459	Lane, Florence
460	Lane, Robert
461	Lane, Robert Jr.
462	Lane, Tyrone
463	Law, Alveta
464	Lee, Diane
465	Lee, Eyonia
466	Lee, Walter
467	Leigh, Rather
468	Lemual, Daisy
469	LeSure, Beulah
470	Lewis, Carolyn
471	Lewis, Franklin
472	Lewis, Geraldine
473	Lewis, Robert
474	Leytle, Jessie
475	Libbett, Vera
476	Lighte, Alice
477	Lighte, Charles
478	Lim, Sun Bin
479	Lin, Kilcha
480	Little, Milton
481	Lively, Sarah
482	Lockett, Daryl
483	Lockett, Garland
484	Lofton, Alvin
485	Logan, Lillie
486	Lomnick, Jacqueline
487	Long, C. Johnny
488	Louis L.
489	Lucas, Mary A.
490	Lundy, Peggy
491	Mack, Eddie
492	Mack, Mrytle
493	Magee, Joyce
494	Magnole, Selemina

495	Magnolia, Jeremiah
496	Magnolia, Sharon
497	Mait, M.
498	Manning, Dennis
499	Manning, Wanda
500	Manning, Wendy
501	Marion, Virginia
502	Marshall, Thomas
503	Martin, Earnest
504	Martin, Jerry
505	Matthews, Burgues
506	Mattiex, Ivory
507	Maxwell, Eddie
508	McCan, Sandra
509	McCartor, Johnnie
510	McCarty, Ethel
511	McClary, Willie-sugery
512	McCoggle, John
513	Mccoullun, Frank
514	Mccoy, James
515	McCray, Vera
516	McCullough, Barbara
517	McCullough, Carnetta
518	McCullough, Claudette
519	McCullough, James
520	McCullough, John
521	McCullough, Mary
522	McEwen, George Jr
523	McEwen, Sandra
524	McFadden, John
525	McFadden, William
526	McFadden,Robert
527	Mcgadden, John
528	McGee, Nelson
529	McGill, Abertha
530	McGill, Andrew
531	McGill, Elizabeth
532	McGill, Karen
533	McKinley, Marlene
534	McNairy, Robert
535	Mcroy, Huey
536	Melson, Doreen
537	Mencel, Teresa
538	Meney, Daphne
539	Michaux, Lydia

540	MiddleBrook, Barbara
541	Miles, Jannie
542	Miller, Barbara
543	Miller, Bernice
544	Miller, Donna
545	Miller, Prince/Delilah (deceased)
546	Miller, Sanders
547	Miller, William Shirley
548	Mister, Charlie Mae
549	Mitchell, Ida
550	Mobley, Catherine
551	Mond, Melvin
552	Monroe, Deloris
553	Monroe, Jimmy
554	Moore, Alethia
555	Moore, Eric
556	Moore, Eva
557	Moore, Jimmy
558	Moore, Lenora
559	Moore, M. Mary
560	Moorehead, Eria
561	Morris, Delois
562	Mosley, Francina
563	Moss, Sr. Julius
564	Moss, Wilfred
565	Mostiller, Dennis
566	Moultrie, Nancy
567	Mouzon, Ronald
568	Moyd, Margaret
569	Moyd, Melvin
570	Moyd, Neil
571	Muir, Nancy
572	Murray, Mary
573	Murray, Pearl
574	Murray, Tanya
575	Murray, Willie
576	Myers, Rosemary
577	Myle, Donna
578	Neesmith, Sam
579	Nelson, Donovan
580	Nelson, Patricia
581	Nembhart, Damus
582	Nero, Vivan
583	Nesmith, Aaron
584	Nesmith, Jannie

585	Nesmith, Maureen
586	Nesmith, Sam
587	Nesmith, Troy
588	Nicholson, Donna
589	Norman, Dora
590	Oliver, Betty
591	Oneal, James
592	Overton, Viola
593	Owens, Daisy
594	Owens, Fanny
595	Owens, Nellie
596	Pachocco, Deborah
597	Pain, Debra
598	Panoble, R.
599	Paradia, Linda
600	Pardia, Linda
601	Parker, Abraham
602	Parks, B. Willie
603	Parnell, Leroy
604	Parris, Sidney
605	Parson, Lottie
606	Patterson, Vanessa
607	Payne, Claudette
608	Payne, Deborah
609	Pendleton, Gregory
610	Pendleton, Terone
611	Pendleton, Lizzie
612	Perry, James H.
613	Perrymon, Annie
614	Peterson, Alvin
615	Pevt, Brenda
616	Phillips, Clive
617	Phillips, Gertrude
618	Pickett, Emma
619	Plummer, Kevin
620	Poinsetter, Gwendolyn
621	Pointer, Barbara
622	Pointer, Tyress (Deceased)
623	Porchea, Silas
624	Porter, Dorothy
625	Powell, Pricilla
626	Prasinos, Tasia
627	Pride, James
628	Pridgey, Lindsay
629	Pringle, Noralean

630	Prior, Ella
631	Proctor, Willie
632	Quarles, Valerie
633	Rainge, Annie
634	Raliegh, Jerome
635	Randle, Andrea
636	Randolph, Barbara
637	Randolph, David
638	Randolph, Jacqueline
639	Randolph, James
640	Ravenell, Jessie
641	Rawlin, David
642	Rawls, Ethel
643	Reaves, Derrich
644	Reaves, Doretha
645	Reaves, Geraldine
646	Reaves, Mose
647	Reed, Alfonzie
648	Reed, Minnie
649	Rhabb, Hampton
650	Rhodes, Leo
651	Rhond, James
652	Ricci, Dora
653	Rice, Carrie
654	Rice, Harold
655	Richardson, Hazel
656	Ridley, Mary
657	Ridley, Patricia
658	Ridley, Willie
659	Riveria, Wilma
660	Robert, Melvin
661	Roberts, Artiville
662	Roberts, Doris
663	Roberts, Melvin
664	Robinson, Albert
665	Robinson, Bernard
666	Robinson, Gloria
667	Robinson, Jerome
668	Robinson, Mary
669	Robinson, Verdell
670	Rodrigus, Jose
671	Rogers, Dorothy T.
672	Rogers, Hattie B.
673	Rollins, Lois
674	Rollins, Lorraine

675	Rollins, Malease
676	Rollins, Norman (deceased)
677	Romano, Mary
678	Rose, James
679	Ross, Rosa
680	Rudd, Whit
681	Rutler, Cherry
682	Sam, Pearlina
683	Sanders, Luther
684	Sandler, Issac
685	Sandlin, June
686	Sapp, Margaret
687	Saulberry, James
688	Scott, Bessie
689	Scott, Clausius
690	Scott, David
691	Scott, Janice
692	Scott, Maria
693	Scott, Sam
694	Searight, Barbara
695	Searight, Gloria
696	Session, Aretha
697	Sharif, Hameed
698	Sharon Hamilton
699	Shaw, Caherine
700	Sheppard, Loddie
701	Sheree, Gordon
702	Shipman, Vick
703	Shufelt, Nancy
704	Simmas, Lulu
705	Simmions, Dorothy
706	Simmions, Isaiah
707	Simmions, Timothy
708	Simmons, Amos
709	Simmons, George
710	Simmons, Leroy
711	Simmons, Mae
712	Simmons, Terry
713	Simpson, Delores
714	Simpson, Kamron
715	Simpson, Stephen
716	Sims, Shannon
717	Singletary, Olin
718	Singletary, Robert
719	Singletary, Timothy

720	Singleton, Glynis L.
721	Singleton, Mamie
722	Sinkler, Carrrie
723	Sission, Charlie
724	Slater, Braiman
725	Slater, Carolyne (coley)
726	Slater, Dwight
727	Slater, Forrest
728	Slater, Tracy
729	Slaton, Ida Mae
730	Smally, Mary
731	Smith, Alfred
732	Smith, Audria
733	Smith, Delores
734	Smith, Donna
735	Smith, Eudean
736	Smith, Eugene
737	Smith, Harry
738	Smith, Harvey
739	Smith, James A. Jr.
740	Smith, James O.
741	Smith, Jean
742	Smith, Johnnie
743	Smith, Joseph
744	Smith, Josephine
745	Smith, Leoper
746	Smith, Linda
747	Smith, Merion
748	Smith, Micheal
749	Smith, Minna
750	Smith, Priscilla
751	Smith, Rebecca
752	Smith, Ruby
753	Smith, Thelma - #1
754	Smith, Thelma - #2
755	Smith, Victor
756	Snall, Roy
757	Snowden, Mary L.
758	Snowden, Robert
759	Soles, Norma
760	Spana - Pope, Janice
761	Spears, Leonard
762	Stearn, Mildred
763	Stokes, Shirley
764	Stokes, Willie Annie

765	Stone, Virginia
766	Streeter, Dave
767	Stuckey, Juanita
768	Swan, Fred
769	Swan, Michael
770	Swank, Louis
771	Taylor, George
772	Taylor, James E.
773	Terrell, Harold
774	Tharess, Linda
775	These, Diane
776	Thomas, Abraham
777	Thomas, Cecilia
778	Thomas, Claudeta
779	Thomas, Dorothy
780	Thomas, Glen
781	Thomas, Harris Jr.
782	Thomas, Hattie
783	Thomas, Henriann
784	Thomas, Jimmie (deceased)
785	Thomas, Marshall
786	Thomas, Mattie
787	Thomas, Rebecca
788	Thomas, Robert
789	Thomas, Rosa L.
790	Thomas, Rosetta
791	Thompson, Cheryl
792	Thompson, Gary
793	Thompson, Samuel
794	Thornton, Jack
795	Thornton, Janie
796	Thorton, Elizabeth
797	Tisdale, Jerome
798	Tisdale, Marg
799	Tisdale, Mary
800	Tisdale, Virginia
801	Titus, Cure Dorothy
802	Trammell, Daisy
803	Truesdale, Robin
804	Tucker, Mattie
805	Tucker, Phillis
806	Tucker, Willie
807	Tuggles, Mary
808	Turner, Mattie
809	Turner, Mildred

810	Turner, Olin
811	Turner, Wayne
812	Vallon, Rachel
813	Vanderhorst, Edith
814	VanHoose, Fancy
815	VanHorn, Angelina
816	VanHorn, Norma
817	Vernda, Willis
818	Viverette, Navkersand
819	Wade, Engene
820	Walker, Abel
821	Walker, Adolphus
822	Walker, Cornell
823	Walker, Essie
824	Walker, Florine
825	Walker, George
826	Walker, Ronnie
827	Walker, Rosetta
828	Waller, Janet
829	Waller, Thelma G.
830	Waller, Wade
831	Walter, Edward
832	Walters, Daniel
833	Walters, Evelyn
834	Walters, Henry
835	Walters, Lori
836	Ward, Vera
837	Warren, Theresa
838	Washington, Albert
839	Washington, Arthur
840	Washington, Christopher
841	Washington, Frankie
842	Washington, Gus
843	Washington, Lillie
844	Watson, Betty
845	Watts, Brenda
846	Webb, Beverly
847	Webb, Mary
848	Webb, Ozell
849	Webler, Dixie
850	Weekly, Verna
851	Wells, Mae O
852	Wendy, Springer
853	Wheaton, Carolyn
854	White, Donald

855	White, Elizabeth
856	Whitfield-Finley, Judith
857	Wiggins, John
858	Wiggins, Kenneth
859	Wilbern, Davis
860	Wilburn/Mannig- Juanita
861	Wilcox, Betty R.
862	Wilcox, Martha
863	William M. Lulu
864	William, Terry
865	Williams, Bridgett
866	Williams, Christine S.
867	Williams, Eddie
868	Williams, Edna
869	Williams, Edward
870	Williams, Gary
871	Williams, Helen
872	Williams, Jonathan
873	Williams, Katherine
874	Williams, Linda
875	Williams, Lula
876	Williams, Marion
877	Williams, Mary
878	Williams, Nellie
879	Williams, Ruby
880	Williams, Sheila
881	Williams, Shirley
882	Willoughby, Leatha
883	Wilson, Aurora
884	Wilson, Curtis
885	Wilson, Earlena
886	Wilson, Eddie
887	Wilson, Gloria
888	Wilson, Levern
889	Wilson, Maggie
890	Wilson, Phylis
891	Wilson, Rose
892	Wilson, Sherman
893	Wilson, Sondra
894	Wimbush, Oscar
895	Wolson, Ester
896	Worrell, Albertha
897	Worth, Gwendolyn
898	Worthy, Darryl
899	Wright, Bernice

900	Wyatt, Dorothy
901	Yelder, Betty
902	Young, Cornell
903	Young, Deborah
904	Young, Julian
905	Young, Larue
906	Young, Willie

EXHIBIT C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DAVIS *et al.*, individually and on behalf of all
others similarly situated,
Plaintiffs,

- VS -

EASTMAN KODAK COMPANY,
Defendant.

6:04-CV-06098-CJS(F)

Settlement Agreement

ALSTON *et al.*, individually and on behalf of
all others similarly situated,
Plaintiffs,

- VS -

EASTMAN KODAK COMPANY,
Defendant.

07-CV-6512

Settlement Agreement

**THIS IS A NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT
FROM THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS
SETTLEMENT.**

TO: All African-American individuals employed by Kodak in the United States for at least one day between January 1, 1999 and May 18, 2006 (the "Class"), excluding: 1) interns/co-ops; 2) individuals who were Kodak officers or executives and 3) individuals who previously entered into individual releases (other than or in addition to TAP or ADR releases) as part of individual settlement agreements with Kodak.

RE: Settlement of claims arising in the above-captioned class action lawsuits.

I. INTRODUCTION

This Notice is being sent to you, as ordered by the United States District Court for the Western District of New York, to advise you of the preliminary approval of the settlement of a racial discrimination class action against Eastman Kodak Company ("Kodak"), arising out of the above-captioned lawsuits. You have received this Notice because Kodak's records reflect that you are African American and were employed by Kodak between January 1, 1999 and May 18, 2006, subject to the definition above, and therefore you are a Class Member in the proposed settlement of this lawsuit. The purpose of this Notice is to provide you with a summary of the proposed settlement, and to advise you of your rights with respect to the proposed settlement. Your rights may be affected by the legal proceedings in this action.

II. IMPORTANT DEADLINES

- To participate in the monetary relief portion of the settlement, you do not have to do anything. All Class Members are automatically entitled to a monetary payment.
- If you want to exclude yourself from the settlement (that is, not receive any money from the settlement, and not be bound by the settlement), you must mail an opt-out statement pursuant to the instructions on Page 9 to the Claims Administrator post-marked by [DATE OF OPT-OUT DEADLINE].
- If you choose not to exclude yourself from the Settlement, but if you want to object to the settlement, or some part of the settlement, you must mail your written objection pursuant to the instructions on Page 9 to the Claims Administrator post-marked by [DATE OF OBJECTION DEADLINE].

III. SUMMARY OF LITIGATION

The Plaintiffs (*i.e.*, the people who filed this lawsuit), claim that Kodak discriminated against African American employees in their employment, including with respect to pay, promotions, performance appraisals, initial job assignments, and layoffs, the creation of a racially hostile work environment, and retaliation when African American employees complained about racial discrimination. Kodak denies any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit and this Settlement is in no way an admission by Kodak that it engaged in any unlawful behavior.

IV. LITIGATION AND SETTLEMENT BACKGROUND

In the late 1990s, certain African American employees of Kodak filed charges of discrimination against Kodak with the United States Equal Employment Opportunity Commission (the "EEOC"), and the New York Division of Human Rights. On July 30, 2004, Plaintiffs in *Davis, et al. v. Eastman Kodak Company*, Civil Action No. 6:04-cv-06098, including Employees Committed for Justice (the "ECJ"), an organization of African American current and former employees of Kodak, and individual Plaintiffs Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor Smith, Edna Williams, and Olin Singletary (now deceased), filed class action allegations against Kodak in the United States District Court for the Western District of New York.

Thereafter, the parties began conducting discovery. The parties exchanged and responded to written discovery requests, including interrogatories and requests for production. Kodak produced hundreds of thousands of pages of documents as well as human resource data, and the parties retained expert labor economists and statisticians to analyze the information provided. Collectively, the parties and third party witnesses in this case produced and reviewed 610,138 pages of documents. The Parties also took or defended fifty-six depositions that took seventy-six days to complete. The Court also permitted the parties to engage in extensive expert discovery including depositions of all of the expert witnesses retained by both sides.

After discovery, the parties engaged in mediation to explore possible resolution of this matter. Under the supervision of an experienced mediator, the Parties engaged in settlement negotiations that resulted in the agreement to settle this action as reflected in this Notice of Class Action Settlement and the underlying Settlement Agreement. The discovery described above permitted the Parties to reliably assess the merits of their respective positions and to reach a fair and equitable agreement.

The Settlement Agreement also resolves all claims alleged in *Alston, et al. v. Eastman Kodak Company*, Civil Action No. 07-cv-6512, pending in the United States District Court for the Western District of New York, in which plaintiffs Gladys Alston, Thomas Gainey and Carrie Rice brought claims on behalf of themselves and all similarly situated employees who had signed a release of claims in connection with their receipt of severance benefits pursuant to a Kodak Termination Allowance Plan ("TAP"), as well as a subclass of all African American employees, who, in addition to signing the TAP Release, also signed a release relating to their participation in the Kodak Alternative Dispute Resolution ("ADR") Peer Review Process.

Based upon their investigation, the parties and their counsel have concluded that the terms of the proposed settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel have analyzed the benefits of the settlement and the risk of an unfavorable outcome, as well as the expense and length of continued proceedings necessary to prosecute this action. Kodak has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation, and desires to obtain complete and final settlement of the claims of the Plaintiffs and Class Members.

V. SUMMARY OF TERMS OF SETTLEMENT

Pursuant to the proposed Settlement Agreement, Kodak has agreed to pay \$21,376,500.00 to resolve the Class Action (the "Settlement Fund"), which will be distributed as follows:

- From the Settlement Fund, the twelve named Plaintiffs (Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor Smith, Edna Williams, Gladys Alston, Thomas Gainey, and Carrie Rice, and the estate of Olin Singletary), will each receive a service award of \$75,000.00 (for a total of \$900,000.00) to compensate them for their time involved in filing and prosecuting this lawsuit on behalf of the Class. In addition, ECJ Board Members Mary Dukes and Rutha Killings, and each of the following thirteen individuals who submitted declarations in support of Plaintiffs' Motion for Class Certification and were subject to being deposed (Andrew Gissendanner, Artiville Roberts, J.D. Bonham, Catherine Cliff, Abraham Cyrus, Thaddeus Drains, John Graham, Cleveland Brown, Raymond Carter, Garland Lockett, Sharon Magnolia, Deloris Monroe, and Cornell Walker), will each receive a service award in the amount of \$5,000.00 to compensate them for their time and expenses on behalf of the Class (for a total of \$75,000.00). In addition, a total gross amount of \$453,000.00 shall be allocated to pay ECJ members who are current or former Kodak employees a payment of up to \$500.00 per person for reimbursement of their time and expenses in participating in the ECJ, with any remainder being donated directly to ECJ.
- Class Counsel will petition the Court for an award of attorneys' fees and costs from the Settlement Fund. Specifically, Class Counsel will request an award of attorneys' fees constituting approximately 37.8% of the monetary portion of the settlement (\$8,074,054.16), and reimbursement of their out-of-pocket litigation expenses which are currently \$1,625,945.84.
- Costs of providing this notice to the Class and administering the settlement, not to exceed \$140,000.00 will also be paid from the Settlement Fund.
- From the Settlement Fund, a total gross amount of up to \$453,000.00 shall be used to compensate the Labor Economists/Statisticians and Industrial Psychologist (collectively, the "Experts") for their time and expenses in connection with their work described in Sections 7.2 and 7.3 of the Settlement

Agreement, and to implement the programmatic relief provisions set forth in subparagraphs of Section 7 of the Settlement Agreement.

- The amount of \$9,655,500.00 shall be paid to the Class Members as follows:

Category A: for each Class Member who signed a release of claims in connection with Kodak's TAP program, he/she shall each receive \$1,000.00. There are 1,180 Settlement Class Members in this category. The total amount allocated for this group is \$1,180,000.00.

Category B: for each Class Member who executed an ADR release but not a TAP release, he/she shall each receive \$2,250.00. There are 79 Class Members in this category. The total amount allocated for this group is \$177,750.00.

Category C: for each Class Member who did not execute either a TAP or ADR release, and who worked at least six (6) months or more for Kodak, he/she shall each receive a minimum of \$3,000.00 plus an amount proportionate to the number of weeks he/she worked for Kodak as reflected in Kodak's electronic records provided in this litigation. For each Class Member who did not execute either a TAP or ADR release, and who worked less than six (6) months or more for Kodak, he/she shall each receive \$1,000.00. There are 1762 Class Members in Category C. The total amount allocated for this group is \$8,297,750.00.

In addition, Kodak has agreed to be bound by the settlement for a period of four years, and has agreed, among other things, to the following:

1. Kodak will continue to maintain and enforce its existing non-discrimination and anti-retaliation policies designed to assure equal employment opportunity for its employees.
2. Kodak will continue to enforce its policy of not knowingly maintaining or enacting any policy or practice that has the purpose or effect of unlawfully discriminating against any Settlement Class Member or other African American employee on the basis of race.
3. Kodak will not retaliate against any Settlement Class Member or other African American employee because he or she: (1) complained of or opposed discrimination on the basis of race at Kodak; (2) testified, furnished information or participated in any investigation, proceeding, or hearing, whether in connection with this lawsuit or any other complaint of racial discrimination at Kodak that may be asserted in the future; or (3) sought and/or received monetary and/or non-monetary relief pursuant to this Settlement.

4. Kodak will retain an Industrial Psychologist to assist it in reviewing, enhancing, developing, and/or recommending policies and practices designed to reinforce Kodak's equal opportunity employment policies and practices with regard to compensation, performance evaluations, promotions, and job assignments.
5. Kodak will retain two Labor Economists/Statisticians to study existing disparate impact analyses of practices relating to annual evaluations, pay and promotion decisions and to make recommendations to improve those analyses.
6. Kodak will develop further enhancements to its existing equal opportunity and diversity training, which may include conducting new training sessions designed to further enhance the effectiveness of Kodak's training programs. The goal of these enhancements is to continue to ensure that all supervisors understand that it is their responsibility and obligation to report and respond to any alleged violations of Kodak's equal opportunity policies. Within one year of the settlement, Kodak will provide Class Counsel with a written summary of its efforts to expand and enhance its training programs.
7. Kodak will continue to maintain and enforce its equal opportunity complaint procedures for violations of those policies, and shall enhance its existing equal opportunity training to place even greater emphasis on its complaint procedures and every employee's obligation to identify potential violations of the Kodak's EOE policies by utilizing the complaint procedures.
8. Kodak will develop a database or spreadsheet to track all complaints of discrimination at Kodak and the resolution/status of such complaints.
9. Kodak will empower its External Diversity Advisory Panel to serve as the compliance panel for this Settlement (to ensure that the settlement agreement is followed). The ECJ will be able to recommend two individuals to work with the External Diversity Advisory Panel for this purpose.
10. No later than thirty (30) days after the Final Approval date, Kodak will provide to each of its current employees in the United States a written communication that reflects the Company's commitment to diversity, and equal employment opportunity. At least once annually thereafter during the term of this Agreement, Kodak shall provide a similar communication to each of its then current employees in the United States. The communications will be signed and issued by the Chief Executive Officer of Kodak.

VI. YOUR INDIVIDUAL PAYMENT

Kodak's records indicate that you are in Category INSERT above, and therefore will receive the following estimated amount from this settlement.

[IF CATEGORY A OR B, INSERT AMOUNT TO BE RECEIVED IN BOX]

[IF CATEGORY C, THEN USE SECTION BELOW].

Because you are a member of Category C, above, your monetary award from this settlement will be based in part on the total number of weeks you worked at Kodak. Kodak's records indicate that you were employed during this time period for a total of ____ weeks. As a result, your estimated Settlement Award is \$ _____. This is an estimate. The actual amount may vary.

Therefore, your total estimated award is the following:

[IN A SEPARATE BOX, ALSO INCLUDE SERVICE AWARDS AS APPLICABLE AND ECJ PAYMENTS AS APPLICABLE AND THEN PROVIDE THE ESTIMATED TOTAL – CLAIMS ADMINISTRATOR TO INSERT THIS SECTION]

If you disagree with Kodak's records and believe that the information shown above is incorrect, you may mail supporting documentation to the Claims Administrator to support your dispute to the address provided below. For your explanation and documentation to be considered, they must be postmarked by DATE. In the event of a dispute about the dates you worked, the Claims Administrator will review Kodak's records and your records and will resolve the dispute. It is presumed that Kodak's electronic records are accurate and absent contrary documentation showing an error, the Claims Administrator will rely upon those records.

INSERT CLAIMS ADMINISTRATOR ADDRESS.

VII. TAXES ON AMOUNTS PAID TO CLASS MEMBERS

The monies payable to Class Members and Class Representatives, including any service awards, will be allocated in the following manner: 30% of the payment each receives will be allocated in settlement of their claims for back pay or lost wages; 50% will be allocated in settlement of their claims for compensatory and punitive damages, including emotional distress; and 20% will be allocated as interest. The Claims Administrator will withhold from the back pay portion of each payment all applicable taxes under federal, state and/or local laws. The Claims Administrator will ensure that such monies withheld are paid to the appropriate authorities for each Class Member and Class Representative and will issue IRS Forms W-2 and 1099 for the amounts reportable on each Form. Any amounts designated as interest shall not be subject to withholding and shall be reported, if required, to the IRS on Form 1099-INT.

VIII. RELEASE OF CLAIMS

If the Court grants final approval of the settlement, then all Class Members who do not opt out will release Kodak pursuant to Paragraph 1.17 and Section IX of the Settlement Agreement. When claims are "released" it means that a person covered by the release cannot sue Kodak for any of the claims that are covered by the release as set forth in Paragraph 1.17 of the Settlement Agreement.

Specifically, pursuant to paragraph 1.17 and Section IX of the Settlement, you will be releasing any and all claims of whatever nature, known or unknown, that you may have against Kodak, its subsidiaries and affiliated companies, and in the case of all such entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, insurers, successors and assigns, relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York. The release includes and covers without limitation all actions or omissions occurring through the Final Approval Date of this Settlement and all claims known or unknown for prior or past discriminatory actions outside any liability period, subject to the provisions in the Settlement Agreement. Specifically included in the release are any and all employment discrimination claims or benefits claims relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York, including but not limited to, claims of alleged employment discrimination or benefits claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq. (“Title VII”), 42 U.S.C. § 1981 (“Section 1981”), the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq. (“ADEA”), the New York Human Rights Law, §§ 296 et al., and the Municipal Code of the City of Rochester, §§ 63-1 et al., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. (“ERISA”) (except for vested benefits otherwise entitled), and any other federal, state, or local statutes, common law, or regulation. Furthermore, the Release includes all claims for any and all common law claims for fraud, duress, breach of contract, fraudulent inducement or any other state, local or federal claim relating to or arising from any and all claims relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York, including any such claims relating to severance or termination allowance payments and/or relating in any way to Kodak’s Alternative Dispute Resolution (“ADR”) Peer Review Process. Furthermore, the Release includes all claims for monetary damages, injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under Title VII, Section 1981 or under any other federal, state, local or common laws or regulations relating to or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in (a) *Davis et. al v. Eastman Kodak Co.*, 6:04-CV-06098, including all pending claims on appeal

before the United States Court of Appeals for the Second Circuit, and (b) *Alston et. al v. Eastman Kodak Co.*, 07-CV-6512, which encompasses the state law action originally filed in the Supreme Court of the State of New York, County of Monroe, and subsequently removed to the United States District Court for the Western District of New York. Nothing in the Settlement Agreement shall affect or release any existing or potential workers' compensation claim you may have.

IX. CAN I OPT OUT OR ASK TO BE EXCLUDED FROM THIS SETTLEMENT?

If you want to opt out or exclude yourself from this settlement, you must send a letter requesting exclusion to [INSERT CLAIMS ADMINISTRATOR AND ADDRESS]. Your exclusion request must be postmarked by [DATE OF OPT-OUT DEADLINE]. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request for exclusion (opt-out) has been timely submitted. The request for exclusion must be signed by the Class Member who seeks to opt out and must contain their name, address and telephone number. No opt-out request may be made on behalf of a group of Class Members.

If you exclude yourself from this settlement, you will not be eligible to receive any money or be bound by this Settlement.

X. THE SETTLEMENT PROCESS AND FINAL FAIRNESS HEARING

Every class action must be approved by the court that presided over the class action lawsuit. Thus far, the Court has only decided that the proposed settlement may be fair and, therefore, justifies the distribution of this Notice of Class Action Settlement. In order to decide whether to give final approval to the proposed settlement, the Court will consider related papers and comments submitted by the parties or others and hold a hearing in open court. A Final Fairness Hearing will be held on July 1, 2009, at _____, in the Courtroom of United States Magistrate Judge Jonathan W. Feldman, United States District Court, Western District of New York, 2330 United States Courthouse, 100 State Street, Rochester, NY 14614. You may, but are not required to attend this hearing. You may also enter an appearance in the case through your own attorney, if you so desire.

If you do not exclude yourself from this Settlement, you may submit any objections to the proposed settlement in writing. For any such written objections to be considered, they must be mailed to [INSERT CLAIMS ADMINISTRATOR AND ADDRESS], and postmarked by [INSERT DATE]. Any notice of objection must state the basis for the objection. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. Please do not send any comments directly to the Court or attempt to reach the Judge in person. You may review a copy of the Settlement Agreement at the Clerk's Office at the Court (100 State Street, Rochester, NY 14614), or online at www.bergermontague.com.

If you have any questions concerning this settlement, you may contact the Claims Administrator, as follows:

INSERT

You may also contact Class Counsel, as follows:

SHANON J. CARSON, ESQ. (scarson@bm.net)
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
Tel: (215) 875-3000

JAN BARTELLI, ESQ. (jbartelli@garwingerstein.com)
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, New York 10036
Tel.: 212-398-0055

CLAYBORNE E. CHAVERS, ESQ. (chavlaw@comcast.net)
THE CHAVERS LAW FIRM, P.C.
1250 Connecticut Avenue, NW
Suite 200
Washington, DC 20036
Tel: (202) 756-4820

PLEASE DO NOT CONTACT THE COURT
/s/ HON. JONATHAN W. FELDMAN

EXHIBIT D

Standby Statement/ Website Posting

PLAINTIFFS AND EASTMAN KODAK COMPANY ANNOUNCE SETTLEMENT OF RACE DISCRIMINATION CLASS ACTION

Eastman Kodak Company and Employees Committed for Justice, an organization of African American current and former employees of Kodak, jointly announce that they have reached an agreement to settle their pending litigation. The case, *Davis, et al. v. Eastman Kodak Company*, Civil Action No. 6:04-cv-06098, was filed in the United States District Court for the Western District of New York on July 30, 2004, and originates from complaints of racial discrimination filed with the United States Equal Employment Opportunity Commission (the EEOC) in the late 1990's. The settlement also resolves claims made in a related case, *Alston, et al. v. Eastman Kodak Company*, Civil Action No. 07-cv-6512, which is also pending in the United States District Court for the Western District of New York.

In achieving this settlement, all parties have agreed to completely resolve the issues between them and to dismiss all pending legal actions. All parties have also recognized that the settlement does not suggest any wrongdoing on the part of Kodak.

Under the terms of the settlement agreement, Kodak will establish a settlement fund of \$21.4 million that will be used for payments to the plaintiffs and class members, as well as attorneys' fees, litigation costs, and claims administration costs. Kodak, consistent with its commitment to continuous improvement of its highly regarded diversity and inclusion practices, has also agreed to conduct an examination of its policies relating to certain employment practices and to engage outside experts who will make recommendations for improvement.

Kodak, Employees Committed for Justice and the other named plaintiffs believe that this settlement represents a resolution of mutual interest. In arriving at the settlement, the parties took into account the risk of further litigation, including the potential for significant delay as well as the potential for further lengthy and expensive legal proceedings.

About Employees Committed for Justice, the Named Plaintiffs and Class Counsel

Employees Committed for Justice is an organization of African American current and former employees of Kodak. The other named plaintiffs in this litigation include Courtney Davis, Cynthia Gayden, Robert Gibson, Jannie Nesmith, Noralean Pringle, Maria Scott, Victor

Smith, Edna Williams, Gladys Alston, Thomas Gainey, Carrie Rice, and the Estate of Olin Singletary. Employees Committed for Justice and the other plaintiffs in this litigation are represented by co-lead counsel, Shanon Carson of Berger & Montague, P.C., Bruce Gerstein and Jan Bartelli of Garwin Gerstein & Fisher LLP, and Clay Chavers of The Chavers Law Firm, P.C.

Berger & Montague, P.C. is a national class action law firm consisting of over 60 attorneys who represent plaintiffs in complex litigation. Shanon Carson is the Chair of the firm's Employment Law Group, which has extensive experience in representing employees in class and collective action litigation. Berger & Montague, P.C. has played lead roles in major cases for almost 40 years resulting in recoveries of billions of dollars for its clients and the classes they represent. On the web: www.bergermontague.com.

Garwin Gerstein & Fisher LLP is well known nationwide as a champion of the rights of small businesses, investors, consumers and employees in complex class action litigation. The firm's employment practice focuses on litigation on behalf of employees and also includes class and collective actions brought on behalf of plaintiffs under federal and state laws. On the web: www.garwingerstein.com.

The Chavers Law Firm, P.C., a minority owned law firm based in Washington, DC, specializes in civil rights and business representation. For over thirty years, Clay Chavers has worked with companies and non-profit organizations on civil rights issues, to ensure diversity, inclusion and equal opportunity. On the web: www.chavlawfirm.com.

About Kodak

Kodak is a nationally recognized leader in diversity and human resources best practices. The company is committed to creating and maintaining an inclusive workplace in which all employees are valued, treated fairly and can contribute to their full potential. Learn more about Kodak's diversity practices at: <http://www.kodak.com/global/en/corp/diversity/index.jhtml>.